



*Registry*  
-  
*Registrar*  
*Agreement*



This REGISTRY-REGISTRAR AGREEMENT ("Agreement") is by and between:

Association www.bzh, ("the **association www.bzh**" or "**Registry Operator**"), located at 140 boulevard de Creac'h Gwen, 29000 Quimper, France, and

Registered under Company branch registration no. (SIRET) 507 905 123 since 07/16/2008,

Represented by David LESVENAN, CEO

- I. \_\_\_\_\_, a company located at \_\_\_\_\_,  
registered under Company branch registration no. (SIRET) \_\_\_\_\_,  
at the Corporate and Trade Register (RCS) of \_\_\_\_\_,  
since \_\_\_\_\_ ("**Registrar**").

## *Article 1 - Foreword*

On 27 February 2014, the association www.bzh entered into a gTLD Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers) to operate a shared registration system, TLD name servers, and other services (collectively, the "Registry System") for the top-level domain .bzh (".bzh TLD"); For information, a copy of the signed gTLD Registry Agreement may be viewed at <https://www.icann.org/resources/agreement/bzh-2014-02-27-en>. This Registry Agreement may be modified by ICANN.

The Association www.bzh wishes for multiple registrars to provide domain name registration services within the .bzh TLD Registry System;

The Registrar wishes to offer its customers second-level domain name registration services under the .bzh TLD;

In light of the foreword, the following has been agreed:

## *Article 2 - Definitions*

For the purposes of this Agreement, the terms below are defined as follows:

- ✓ **"Add Grace Period" or "AGP"** is a 5-day period starting from the registration of a domain name, during which the creation operation can be cancelled and the Registrar refunded.
- ✓ **"Agreement"** refers to this Registry-Registrar Agreement, including its Appendices and any other documents incorporated by reference.
- ✓ **"Applicant"**: individual or corporate entity requesting the registration or transfer of one or more domain name(s) through a Registrar.
- ✓ **"Code of Conduct"** refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.
- ✓ **"Confidential Information"** refers to all information including data, know-how, information, intellectual property, databases, protocols and reference documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement.
- ✓ **"OT+E"** refers to Operational Test and Evaluation system.
- ✓ **"Personal Data"** refers to data about any identified or identifiable natural person, or to any personally identifiable information.

- ✓ **"RAA"**: refers to the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement. This term also refers to any other applicable ICANN Policies; including the Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN's Bylaws.
- ✓ **"RDDS"** means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.
- ✓ **"Registrant(s)"** refers to an individual or corporate entity that is a customer of the Registrar and has registered or renewed one or more domain name(s).
- ✓ **"Registrar"** refers to the entity entering into this Agreement with the Registry Operator.
- ✓ **"Registrar Accreditation"** refers to the accreditation obtained by the Registrar upon entering into the RAA with ICANN.
- ✓ **"Registration Agreement"** refers to the electronic or paper registration agreement that the Registrar must enter into with each Registrant, in compliance with Section 3.7.7 of the RAA.
- ✓ **"Registry" or "Registry Operator"** refers to the Association [www.bzh](http://www.bzh), which is party to this Agreement.
- ✓ **"Registry Agreement"** refers to the Agreement between the Registry Operator and ICANN for the operation of the .bzh TLD.
- ✓ **"Registry Policy/ies"** refers to any policies on domain names, specifications, procedures (including those for dispute resolution), programs or criteria adopted by the Registry Operator, including the policies published on the Registry Operator website at the following address: [www.pik.bzh](http://www.pik.bzh). The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.
- ✓ **"Registry Services"** refers to the services which the Registry Operator is entitled to provide under the Registry Agreement, which include (i) the receipt of data from Registrars concerning registrations of domain names and name servers in the Registry System; (ii) the operation of the Registry System database in compliance with the thick registry-registrar business model; (iii) the provision to Registrars of status information relating to the zone servers for the .bzh TLD; (iv) the dissemination of the .bzh TLD zone files; (v) the operation and overseeing of the registry DNS servers used for the .bzh TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .bzh TLD.

- ✓ **"Registry System"** refers to the shared registration system, TLD name servers, and other services operated by the Registry.
- ✓ **"Technical Specifications of the Registry System"**: document designed for use by Registrars compiling all the information required to implement the Registry Operator application interface for domain name management, and detailing how to perform transactions on a domain name.
- ✓ **"TLD"** means Top-Level Domain in the Internet name system.
- ✓ **"Trademark Clearinghouse"** is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks, that is connected to each and every new gTLD that will launch and that provides the services described on <http://trademark-clearinghouse.com>. **"URS Complainant"** refers to the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.
- ✓ **"Variable Registry-Level Fees"** has the meaning outlined in Section 6.3 of the Registry Agreement.

### *Article 3 – Purpose*

The purpose of this Agreement is to define the contractual relationship between the Registry Operator and the Registrar for the .bzh TLD.

This Agreement is not intended to govern the relations between the Registry Operator and the Registrar when the latter acts as a domain name Registrant.

### *Article 4 – Accreditation – Start of operations – Term*

Upon signing this Agreement (the "Effective Date"), the Registrar is immediately accredited as a .bzh TLD Registrar.

The Registrar, however, will not be able to start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met. The Registry Operator will send the Registrar a notification confirming the fulfillment of such requirements and that, therefore, registrations in the Registry System can begin:

- (a) Signature and compliance with ICANN's Registrar Accreditation Agreement ("RAA"); and
- (b) Satisfactory completion of Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes.
- (c) Satisfactory completion of technical integration testing by the Registry Operator.

This Agreement shall commence on the Effective Date and continue until its termination, in compliance with the provisions of its "Termination" Article.

## *Article 5 – Rights / Obligations of the Registry Operator*

### *5.1. USE OF THE REGISTRY SYSTEM*

During the Term of this Agreement, the Registry Operator will:

- ✓ Operate as Registry in accordance with the Registry Agreement, as well as any other applicable Registry Policies;
- ✓ Provide the Registrar with access to the Registry System that the Registry Operator operates;
- ✓ Enable the Registrar to act as a Registrar for the .bzh TLD.

### *5.2. MAINTENANCE OF REGISTRATIONS BY REGISTRY OPERATOR*

Subject to the provisions of this Agreement, ICANN requirements, and Registry Policies, the Registry Operator shall maintain the domain names registered by the Registrar in the Registry System during the term for which Registrar has paid the registration fees.

### *5.3 OT+E SYSTEM*

The Registry Operator shall have an Operational Test and Evaluation system ("OT+E") available to the Registrar so that the Registrar can test and evaluate all proposed functions for a sufficient period of time before they are implemented in the Registry System.

### *5.4 CHANGES TO THE REGISTRY SYSTEM*

The Registry Operator may make modifications to the Registry System or revise its features.

The Registry Operator will provide the Registrar with at least three (3) months' notice prior to the implementation of any material changes to the Registry System.

This notice period shall not apply in the event the Registry System is subject to the imminent threat of a failure or a security threat, or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic; (ii) unauthorized traffic; or (iii) data traffic not conforming to the protocols used by the .bzh Registry System.

### *5.5 CODE OF CONDUCT*

The Registry Operator shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, ensure that the Registry will not allow any parent company, subsidiary, affiliate, subcontractor or other Registry-related entity to enjoy any special treatment, in compliance with the provisions of said Specification 9.

## 5.6 ICANN REQUIREMENTS

The Registry's obligations hereunder are subject to modification at any time, in particular as a result of changes made by ICANN to consensus policies. In any event, the Registrar shall comply with any ICANN requirements, in accordance with the timeline defined by ICANN.

# Article 6 – Rights / Obligations of the Registrar

## 6.1 -ACCREDITATION IN FORCE

During the Term of this Agreement, the Registrar shall maintain in full force its updated Registrar Accreditation by ICANN as a Registrar for the .bzh TLD.

## 6.2 OBLIGATIONS OF THE REGISTRAR

During the Term of this Agreement, the Registrar shall comply with all the documents of any kind prepared by the Registry Operator, including:

- ✓ This Agreement;
- ✓ The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies;
- ✓ All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: [www.pik.bzh](http://www.pik.bzh). The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; and
- ✓ The applicable legal and regulatory provisions on domain names

The Registrar undertakes not to perform any act or technical intervention which would adversely affect the smooth running of the Registry Operator's services, and generally undertakes to abide by the best practices or any other equivalent provisions developed by the Registry Operator.

## 6.3 REGISTRAR'S RESPONSIBILITY FOR CUSTOMER SUPPORT

The Registrar shall be responsible for:

- ✓ providing customer service as needed to receive and process registrations requests;
- ✓ processing orders for cancellation, deletion or transfer of domain names in the Registry System;
- ✓ billing Registrants; and
- ✓ providing registration and technical support to domain name Applicants and Registrants.

#### 6.4 DOMAIN NAME REGISTRATIONS AND RENEWALS

Once the Registrar receives a written notification from the Registry confirming that the technical requirements referred to in the "Accreditation – Start of operations – Term" Article of this Agreement have been met, the Registrar may start domain name registrations.

The Registrar shall be up to date on its payments with the Registry in order to have access to Registry Services.

In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp of the Registry System shall prevail.

The Registrar shall not register or renew any domain name in the Registry System in a manner contrary to

- (i) any ICANN Consensus Policy stating a list or specification of excluded names that is in effect at the time of registration or renewal, or
- (ii) the list of names to be reserved from registration, as established by the Registry Operator.

The Registrar shall not register domain names in the Registry System on its own behalf or on the behalf of its affiliates for the purpose of selling, reselling or transferring said domain names in some manner to applicants. Furthermore, the Registrar shall not enable, contribute or willingly aid any third party to achieve the said purpose.

The Registrar must accept payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant has prevailed.

In this case, the Registrar must not renew a domain name for longer than one year (if allowed by the maximum validity period of the .bzh TLD according to the Registry Policies).

The Registrar is in charge, on an exclusive basis, of the relationship with its customers and shall be responsible for satisfying their requests and complaints, and generally of observing all its obligations.

It is the Registrar's responsibility to ensure that it has received payment of its registration fee.

The Registrar shall be personally responsible for third-party claims which may arise in connection with the registration or renewal of a domain name.

It cannot rely on the responsibility of the Registry Operator and, as such, shall refrain from referring the relevant third parties to the Registry Operator or to its services.



## 6.5 SUBMISSION OF REGISTRATION DATA TO REGISTRY

### 6.5.1. DATA COMPLETENESS AND ACCURACY

As part of the registration process, the Registrar shall submit complete data as required by Technical Specifications of the Registry System.

It is the Registrar's responsibility to ensure that all contact information provided by Registrants is in the right format, complete, accurate, reliable and kept up-to-date, as required by ICANN and the Registry.

### 6.5.2. AUTHORIZATION TO USE DATA

All data submitted into the .bzh Registry System regarding which the Registrant retains exclusive ownership is hereby licensed to the Registry Operator on an irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow the Registry Operator to use such data for the propagation of and to provide authorized access to the TLD zone file, and as otherwise required for providing Registry Services.

## 6.6. PERSONAL DATA

Personal Data collected and submitted to the Registry System by the Registrar under this Agreement will be used by the Registry for the purposes of providing Registry Services, including:

- (i) publication of registration data in directory services, also known as "Whois" or "RDDS"; and
- (ii) transfer of Personal Data to any recipients designated in the Registry Agreement.

The Registrar shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes.

The Registrar will not assign the data to any third party. When required by ICANN or the Registry, however, the Registrar may make Personal Data available to ICANN, the Registry or the relevant authorities for inspection.

The Registrar must collect the Personal Data in compliance with the applicable legislation, in particular with the applicable provisions in the French Data Protection Act dated 6 January 1978.

In particular, the Registrar must:

- (i) report the files, if needed, to the authorized organization,
- (ii) obtain the prior express consent from each Registrant for the collection and use of Personal Data as described in this Article, and
- (iii) ensure that the Registrants are in a position to exercise their rights, in particular their rights of access, correction and deletion provided for in Articles 38, 39 and 40 of the Act dated 6 January 1978, in accordance with the conditions stipulated in the aforementioned Act.

The Registrar shall ensure data security and confidentiality, in particular in order to protect Personal Data collected from loss, misuse, unauthorized disclosure, alteration or destruction.

## *6.7. PROVISIONS THAT MUST BE INCLUDED IN THE REGISTRATION AGREEMENT BETWEEN THE REGISTRAR AND THE REGISTRANTS*

### *6.7.1 ACCEPTANCE OF REGISTRATION POLICIES*

The Registrar must comply with and oblige its Registrants to adhere and comply with Registry Policies adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registration Policies, which Applicants must accept prior to registration.

The Registrar will provide such Registration Policies in French and English.

The Registrar accepts that the Registry Operator may update the content and/or URL for these Policies, and is responsible for monitoring them on a regular basis.

### *6.7.2 COMMITMENTS OF THE REGISTRANT*

In the Registration Agreement, the Registrar shall require the Registrant to acknowledge and agree that:

- (i) the Registrant is fully responsible for the registration and use of the registered .bzh domain name; and that
- (ii) the Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless the Registry, its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising from or relating to the registration and/or use of the Registrant's domain name.

### *6.7.3 REGISTRY'S RIGHTS.*

The Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that the Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;
- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

#### *6.7.4 DATA COLLECTION & UPDATE*

The Registrar shall ensure the collection of the Registrant's Data and domain name Data according to the terms of Article 6.5 "Submission of Registration Data to Registry" above.

The Registrar must ensure that its Registrants immediately correct and update the registration information for the registered name during the registration period.

#### *6.7.5 DOMAIN NAME DISPUTE RESOLUTION*

The Registrar must comply with, and make sure that the Registrants adhere and comply with all ICANN or Registry-mandated policies and procedures for the resolution of disputes concerning domain names registered in the .bzh Registry System.

#### *6.7.6 PUBLIC INTEREST COMMITMENTS*

The Registrar shall also include in its Registration Agreement a specific provision prohibiting Registrants from:

- ✓ distributing malware,
- ✓ abusively operating botnets,
- ✓ phishing,
- ✓ piracy,
- ✓ trademark or copyright infringement,
- ✓ fraudulent or deceptive practices,
- ✓ counterfeiting, or otherwise engaging in any activity contrary to any applicable law.

The Registrar shall also inform the Registrant of the risks involved in these kinds of practices, including the fact that the Registry reserves the right to suspend the domain name in such a case.

#### *6.7.7 REGISTRY AS THIRD-PARTY BENEFICIARY OF THE REGISTRATION AGREEMENT*

The Registrar acknowledges that the Registry is a third-party beneficiary of the Registration Agreement and as such is entitled to enforce its rights vested by the Registration Agreement. The Registrar shall state this fact in the Registration Agreement. It is specified that the expiry or termination of the Registration Agreement shall not affect the rights acquired by the Registry through the execution of said Agreement.

### 6.7.8 COMPLIANCE AUDIT

The Registrar is responsible for implementing appropriate measures to ensure the Registrants comply with the aforementioned provisions of the Registration Agreement.

Upon request from the Registry, the Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of their acceptance by the Registrants.

### 6.8 MISREPRESENTATION

The Registrar shall not represent to any Applicant or Registrant that the Registrar enjoys access to any Registry System that is superior to that of any other Registrar accredited for the .bzh TLD.

### 6.9 COOPERATION

In the event of any inquiry or dispute for any reason involving a .bzh domain name registered by the Registrar, the Registrar shall provide all reasonable assistance to the Registry and/or any Court, Arbitrator, or any other relevant authority considering the issue or dispute.

### 6.10 REGISTRAR SUBCONTRACTORS/ RESELLERS

The Registrar may subcontract all or part of its services, or use a reseller, but in all cases remains solely responsible for the proper implementation of this Agreement. It will ensure the use and protection of the personal data that may be entrusted to the subcontractor, in order to maintain the security of the data, in particular to prevent it from being altered, damaged or communicated to non-authorized persons.

In addition, the Registrar must ensure that its subcontractors and/or resellers do not display the Registry logo, or otherwise represent themselves as being Accredited by the Registry, unless they have written permission from Registry to do so.

## Article 7 – Invoicing - Payment

### 7.1. AMOUNT

The Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set forth in the Registry price list (the "Fees").

The Fees, and any amendments thereto, will be available to Registrars on the Registry website.

The Registry reserves the right to revise the Fees at any time, to the extent and in the manner that such adjustments are permitted by the Registry Agreement.

Each month, the Registry will provide the Registrar with a Registrar activity report.

Each month, the Registry will invoice all domain name operations performed by the Registrar.

This invoice will inform the Registrar of the date of payment by direct debit and the amount of Fees due to the Registry.

## 7.2 PAYMENT

Payment of the Fees shall be made within thirty (30) days of the date of issue of the invoice by the Registry.

In case of non-payment not cured within the aforementioned time period, the Registry may do any or all of the following:

- (a) stop accepting new initial registration, renewal or transfer requests from the Registrar;
- (b) delete the domain names associated with the unpaid invoice; and
- (c) pursue any other remedy under this Agreement, including termination.

In case of a delay of thirty (30) days or more in the payment of amounts owed by the Registrar to the Registry Operator, and in consideration of the loss suffered by the Registry Operator because of this delay, the Registry Operator will apply penalties for late payment equal to three (3) times the legal interest rate in effect between the contractual date of payment and the effective date of payment, without affecting any other compensation it may seek.

## 7.3 REFUNDS FOR DENIED APPLICATIONS AND FOR DOMAINS DELETED DURING GRACE PERIODS

The Registrar shall follow all of the instructions from the Registry with respect to denying applications or deleting domain name registrations during grace periods.

It shall also refund all fees to applicants in connection with those denials and deletions during grace periods at no additional cost to the Registry.

Subject to the limits set forth in ICANN's Add Grace Period Limits Policy available at <http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm>, the Registry will deduct from the monthly invoice the Fees required to be refunded to the Registrant after a deletion and/or the denial of an application during grace periods. In case of negative balance, the Registry will refund the difference to the Registrar.

However, the Registry will not reimburse the Registrar for any other expenses associated with this type of refund.

## 7.4 VARIABLE REGISTRY-LEVEL FEES

In the event that the Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, the Registry shall be entitled to collect such Fees from the Registrar, and the Registrar hereby expressly consents to the Registry's collection, in addition to Fees due to the Registry under the "Amount" Article above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fees paid by the Registry to ICANN with respect to the registrations made by the Registrar.

## Article 8 – Confidentiality

During the Term of this Agreement, each party (the "Disclosing Party") may disclose Information identified as confidential to the other party (the "Receiving Party"). The Receiving Party shall:

- (a) treat as strictly confidential, and take whatever practical measures are required to preserve the secrecy and confidentiality of all the Confidential Information of the Disclosing Party, including implementing the necessary physical security measures and operating procedures;
- (b) use the Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement, and for no other purposes whatsoever; and
- (c) make no disclosures of any Confidential Information of the Disclosing Party to third parties;
- (d) not modify or remove any copyright notices appearing on any Confidential Information of the Disclosing Party.
- (e) not prepare any derivative works based on the Confidential Information.

Notwithstanding the foregoing, the parties have no obligation with respect to information that:

- (i) is disclosed in the absence of a confidentiality agreement and where such disclosure has been agreed to by the Disclosing Party in writing prior to such disclosure; or
- (ii) has entered the public domain through no fault of the Receiving Party; or
- (iii) is known by the Receiving Party prior to the time of disclosure; or
- (iv) is independently developed by the Receiving Party without use of the Confidential Information; or
- (v) is made generally available by the Disclosing Party without restriction on disclosure.

~~(v)~~(vi) is required to be disclosed by law.

The Receiving Party's duties under this Article shall expire two (2) years after the expiry or termination of this Agreement or earlier, upon written agreement of the parties.

## Article 9 – Registry's Rights and Compliance

### 9.1 DENIAL, MODIFICATION, CHANGE OF STATUS, CANCELLATION OR TRANSFER OF DOMAIN NAMES

The registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- (a) protect the integrity, security, and stability of the Registry System;
- (b) comply with all applicable laws and regulations, or with any dispute resolution process;
- (c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- (d) stop or prevent any violations of any terms and conditions of this Agreement;
- (e) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; and
- (f) ensure compliance with ICANN and/or Registry Policies.

### 9.2 SUSPENSION OF NEW REGISTRATIONS IN THE REGISTRY SYSTEM

In the event that more than a third of the names registered by the Registrar do not comply with:

- ✓ This Agreement; or
- ✓ The most current ICANN Registrar Accreditation Agreement (RAA), and any other applicable ICANN Policies; or

All Registry Policies adopted by the Registry, including those published on the Registry Operator website at the following address: [www.pik.bzh](http://www.pik.bzh); or

- ✓ The Registry's operational documentation, including any operational standards, procedures and practices adopted by the Registry Operator for the operation of the Registry System; or
- ✓ The applicable legal and regulatory provisions on domain names

and the Registrar fails to provide, within the deadline imposed by the Registry, proof of sufficient measures taken to reduce such number, the Registry will have the right to suspend the ability of the Registrar to register new domain names in the Registry System. The same will apply in case that the Registrar promotes .bzh domain name registrations or renewals in a way incompatible with this Agreement.

## Article 10 – Liability

### 10.1 CLAIMS

i. The Registrar acknowledges that, except in the event of personal negligence by the Registry having direct consequences on the Registrar's activities, and within the limits laid down in clause 10.2 – Limitation of Liability, the Registry shall not bear any consequences of any kind, ~~for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages resulting from loss of profits or business interruption, arising out of or in connection with this Agreement, resulting either from the Registrar's activities in general, or from a legal claim, legal or other action in connection with the registration of a specific domain name.~~

~~The Registrar therefore undertakes to:~~

~~– be personally responsible for any dispute or claim, of whatever kind or origin, resulting from the registration and/or use of a domain name;~~

~~– intervene voluntarily, spontaneously and on first request, unconditionally bear all lawyers' fees, expenses and costs, indemnify, defend and hold harmless the Registry, Registry providers, as well as Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim:~~

~~(a) — relating to any product or service of the Registrar;~~

~~(b) — relating to any agreement, including, without limitation, the Registry Policies, the Registrar's Dispute Resolution Policy, between the Registrar and any domain name registrant or any other customer, or any registrar; or~~

~~(c) — relating to the Registrar's domain name registration business, including, but not limited to, the Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service;~~

~~(d) — and, more generally, relating to its activities as a Registrar.~~

~~The provisions above apply even in the event of strict liability of the Registrar, as being a Registrar is a sufficient condition for said provisions to apply.~~

~~The Registrar hereby waives its right to invoke against the Registry any exemption from liability or compensation ceiling.~~

ii. The Registry acknowledges that, except in the event of negligence, misrepresentation or fraud by the Registrar having direct consequences on the Registry's activities, and within the limits laid down in clause 10.2 – Limitation of Liability, the Registrar shall not bear any consequences of any kind, for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages resulting from loss of profits or business interruption, arising out of or in connection with this Agreement, the Registry's activities in general, or from a legal claim or other action in connection with the registration of a specific domain name.

iii. This clause shall be applicable even in the case of the cancellation, suspension, resolution or termination of this Agreement.



## 10.2 LIMITATION OF LIABILITY

~~In the event of proven negligence of the Registry Either Party's against the Registrar resulting from or in connection with this Agreement, the Registry's total and maximum aggregate liability shall not exceed the lesser of:~~

- (i) the total amount of Fees paid by the Registrar to the Registry under this Agreement for the preceding twelve (12) months, or
- (ii) Euros 50,000 (fifty thousand).

## Article 11 – Remote Access – Identifiers

The Registrars have personal and confidential identifiers that are issued by the Registry Operator so that they can access the applications reserved for Registrars.

The technical procedures for the implementation of these identifiers (login/password, digital signature and certificates, etc.) are defined by the Registry Operator, and the Registrar agrees to implement them according to the instructions provided by the Registry Operator.

The Registrar is solely responsible for the use, preservation and confidentiality of its identifier(s), as well as all and any confidential data transmitted by the Registry Operator.

If Registrars are allowed to modify all or part of their identifiers, such modification shall be at the sole discretion of the Registrar, and under its sole responsibility.

Any use of the identifier(s) indisputably implies use of the service by the Registrar until an objection is raised.

The Registrar agrees to inform the Registry Operator immediately, using any suitable means, of any communication problems with third parties, of the theft of their identifier(s), and in general of any risk of compromise of the confidentiality of such identifiers.

## Article 12 – Agreement on Evidence

Exchanges between the Registry Operator and the Registrar may occur electronically through the addresses specified by the Parties.

Documents in electronic format that are exchanged between the Parties shall serve as evidence, in that they identify the persons involved and they are made and kept by the Registry Operator under reasonable conditions ensuring their integrity. In case of disagreement between the Parties, the information stored on the Registry Operator's servers represents evidence between the Parties.

## Article 13 – Intellectual Property

The Registry hereby grants to the Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and logo shown in Appendix 1.

This logo will enable it to identify itself as an accredited Registrar for the .bzh TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

Subject to the foregoing, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property including in ~~Notwithstanding the foregoing, the website includes, but is not limited to trademarks, drawings, models, images, text, photos, logos, corporate identity, software, search engines, databases and domain names. which are made available to the Registrar shall be and shall remain the exclusive property of the Registry Operator.~~

~~The Registry Operator freely enjoys of all of its intellectual property rights. It defines as may be necessary the conditions under which third parties may exploit the rights it holds to these various elements, and informs the Registrar of same. In the absence of any special provisions, their use is strictly limited to meet the present terms and conditions.~~

The Registrar shall respect all of the intellectual property rights, industrial rights, literary and artistic rights held by the Registry Operator. The Registrar shall not use or reproduce the Registry Operator's trademarks or other distinctive signs without the Registry Operator's express prior permission.

Any reproduction and/or representation, in whole or in part, of one of these rights, without the express authorization of the Registry Operator, is prohibited and will constitute an infringement punished under ~~Articles L. 335-2 et seq. of the French Intellectual Property Code.~~

~~Without limiting the generality of the foregoing, neither party shall make any commercial use of any element protected by intellectual property rights vested in the other party, including but not limited to any patent, patent application, copyright, trademark, know-how, trade secret, domain name, or any other intellectual proprietary rights except when such use is necessary or justified as a result of the performance of this Agreement. As a result, the Registrar is prohibited from any action or activity that might adversely affect, directly or otherwise, the Registry Operator's intellectual property rights.~~

~~This Agreement does not in any way assign to the Registrar any type of intellectual property rights to the elements belonging to the Registry Operator.~~

## *Article 14 – Insurance*

Each party declares that it is insured against any harmful consequences of the acts for which it could be held liable in connection with the implementation of this Agreement with a reputable insurance company.

## *Article 15 – Termination*

The Registrar may terminate this Agreement at any time by giving the Registry thirty (30) days' written notice of termination.

In case of a serious or repeated failure by the Registrar to fulfill an obligation which is not repaired within the deadline set by the Registry, the Registry shall automatically order the termination of this Agreement by registered letter with acknowledgment of receipt after a notice period of thirty (30) days.

The Registrar can contact the Registry Operator at any time to rectify the situation.

Without prejudice to the provisions above, this Agreement shall terminate if:

- (a) The Registrar loses its current ICANN accreditation;
- (b) The Registry Agreement is terminated or expires without the Registry entering into a subsequent Registry Agreement;

- (c) The Registrar continues acting in a manner that endangers the stability or operational integrity of the Registry System or of the Internet beyond a three (3) days notice of that determination; or
- (d) The Registrar becomes bankrupt or insolvent.
- (e) The Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry.

## *Article 16 – Consequences of the Termination of Contractual Relations*

Upon the termination of contractual relations for any reason (total or partial cessation of activities, collective bargaining, transfer/assignment, termination due to breach, etc.):

- (a) The Registrar shall immediately transfer the Registrants to another ICANN and Registry-accredited Registrar, in compliance with any procedures approved by ICANN. The Registrar assumes full responsibility for the claims and appeals of its customers in this respect.
- (b) All Confidential Information in the Receiving Party's possession shall be immediately returned to the Disclosing Party or destroyed.
- (c) The license to use the Registry's name and Logo shall immediately terminate.
- (d) In case of termination attributable to the Registrar, the Registry reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

The termination of contractual relations for any reason necessitates the immediate payment of any amounts due, including any penalties as described above.

The withdrawal of accreditation occurs automatically, without notice or notification, in the event of non-renewal or termination of the Agreement.

## *Article 17 – Assignment of Agreement*

Except as required by the Registry Agreement, the Registrar may not assign any of its rights and obligations under this Agreement without the prior written approval of the Registry Operator.

## *Article 18 – Nullity*

If one or more provisions of this Agreement are held to be invalid or declared as such under any law, regulation or following a final decision of a competent jurisdiction, the remaining provisions will continue to have their full effect and scope.

## *Article 19 – Headings*

In case of difficulty in interpreting any of the headings to any of the clauses in this Agreement, the headings are deemed to be non-existent.

## *Article 20 – Force Majeure*

Any case of force majeure shall suspend performance of this Agreement.

In cases of force majeure lasting longer than one (1) month, this Agreement shall be automatically terminated ipso jure, unless the Parties agree otherwise.

Events that the French courts and tribunals typically deem to be cases of force majeure shall be expressly considered herein as cases of force majeure or accidents.

## *Article 21 – Independence of the Parties*

The Parties acknowledge that each of them acts on its own behalf as independent entities and are not considered to be agents of one another.

Neither of the Parties may undertake anything in the name of and/or on behalf of the other Party.

In addition, each Party remains solely responsible for its actions, allegations, undertakings, services, products and staff.

## *Article 22 – Entire Agreement*

The Registry-Registrar Agreement stipulates all the obligations of the Parties.

## *Article 23 – Notification*

Any notification or formal notice, and more generally any correspondence that may take place under this Agreement shall be deemed to have been sent if it is sent by post, fax or e-mail to the other Party at the address specified below.

Each Party may change its address for notification by informing the other Party in writing using the means specified above.

To Registry:  
Address:

Association www.bzh  
140, boulevard de Creac'h  
Gwen  
CS 55031  
29561 Quimper Cedex 9

For the  
Attention Of:  
E-mail

David LESVENAN  
info@pik.bzh

To Registrar:  
Address:

For the  
Attention Of:  
E-mail

## *Article 24 – Language*

This Agreement was drafted in English and French.

In the event of any difficulty in interpreting the terms of this Agreement, the French version alone shall prevail between the parties.

## *Article 25 – Dispute Resolution*

- i. In the event of any dispute arising out of or in connection with this Agreement, either Party may initiate resolution of such dispute by providing to the other Party a brief and concise written statement of its claims, together with relevant facts supporting them, and referring to this Article 25. Subsequently and within thirty (30) days the Parties will make good faith efforts to settle the dispute.
- ii. Provided the dispute has not been resolved within the thirty (30) day period mentioned above, the initiating Party may send the other Party a demand letter stating its claims and allowing the latter fifteen (15) days to respond from the receipt of the letter.
- iii. Should the defaulting Party not take the necessary actions within fifteen (15) days from the receipt of the demand letter, either Party may initiate an informal dispute resolution process, lasting no more than ten (10) days, as provided herein.
  - (a) Upon the written request of either Party, the Parties' designated representatives will endeavor to meet and negotiate in good faith to resolve the dispute.
  - (b) Both Parties agree to continue performing their respective obligations under this Agreement while the dispute resolution process is pending.
  - (c) The Parties will hold in confidence the nature and substance of any dispute between them, the fact that a dispute resolution process has been initiated, its outcome, as well as all information disclosed by either Party during such process. All such information will be Confidential Information subject to the obligations and exceptions of Article 8 of this Agreement.
- iv. Notwithstanding Article 26 of this Agreement, should the informal dispute resolution not lead to a mutually agreeable solution, the dispute may be referred to arbitration in accordance with the arbitration rules of the International Chamber of Commerce.

## *ARTICLE 26 – Governing Law and Jurisdiction*

This Agreement is governed by French law.

Any complaints between the Registry and the Registrar relating to the interpretation, execution or transfer of this Agreement shall be resolved by the competent authorities of the Courts of Paris, even in case of contingent action, action in warranty, or if there are multiple respondents.



*Article ~~26-27~~ – Revision of this Agreement*

The Registry will provide the Registrar at least three (3) months' written notice of any revisions to this Agreement before any such revisions become effective and binding to the Registrar.

If the Registrar does not agree with a given change, the Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

*Article ~~27-28~~ – List of Appendices*

The documents appended to this agreement are the following:

- ✓ Appendix 1: Logo/s Licensed to the Registrar

Signed in 2 copies in Quimper, on \_\_\_\_\_

**The Registry Operator: THE ASSOCIATION WWW.BZH**

Signed by: David Lesvenan Position:

CEO

Signature:

**The Registrar:**

Signed by: \_\_\_\_\_

Position: \_\_\_\_\_

Signature:

APPENDIX 1



**La Bretagne**  
notre **point** commun

