# “.公司” Registry-Registrar Agreement

This Registry-Registrar Agreement (hereinafter the “Agreement”) is entered into by and between China Internet Network Information Center (hereinafter “CNNIC”) and \_\_ [Name of the Registrar in Chinese and in English] (hereinafter “Registrar”) on **March 23rd, 2015** (“Effective Date”).

Whereas, CNNIC has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers (ICANN) with respect to operate a shared registration system, TLD nameservers, and other equipment for operating the “.公司” top-level domain;

Whereas, multiple Registrars will provide the “.公司” top-level domain registration services;

Whereas, Registrar wishes to act as a domain name registration service provider with the “.公司” top-level domain;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, CNNIC and Registrar, intending to legally bound, hereby agree as follows:

## DEFINITIONS

* 1. The “APIs” refers to the application program interfaces used by Registrar when interacting with the Registry System pursuant to EPP.
  2. “Confidential Information” refers to all information and materials that the Disclosing Party may furnish or otherwise disclose to the Receiving Party marked or otherwise designated as “confidential” hereunder, including without limitation, computer software, data, information, databases, agreements, reference implementations and documentation, functional and interface specifications. For orally-conveyed information, the Disclosing Party shall, within fifteen (15) days of the disclosure, inform the Receiving Party of the confidential nature of such information in writing.
  3. “Day” or “Date” refers to calendar day, unless otherwise stipulated herein.
  4. “DNS” refers to the internet domain name system.
  5. The “Effective Date” refers to the date on which this Agreement is executed by both parties for the first time.
  6. “EPP” refers to the Extensible Provisioning Protocol.
  7. “ICANN” refers to the Internet Corporation for Assigned Names and Numbers.
  8. “ICANN Requirements” include obligations provided for in the Registry Agreement, obligations in the latest version of ICANN Registrar Accreditation Agreement (including Appendixes), and all interim specifications or policies and consensus policies of ICANN (as defined in the Registry Agreement), including without limitation, new policies published on the website http://www.icann.org/general/consensus-policies.htm.
  9. “IP” refers to Internet Protocol.
  10. “Licensed Product” refers to the intellectual property required to access the Supported Protocol and to the APIs, and software as well as the CNNIC’s name and logo.
  11. “Personal Data” refers to any data about any identified or identifiable natural person.
  12. “Registered Domain Name” refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., domain .公司 or domain.example.公司) levels, about which CNNIC or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).
  13. “Registered Domain Name Holder” or “Registrant” refers to any natural person or organization which holds the registered domain name. The person or organization may own or control the registered domain name through entering into a Domain Name Registration Agreement with a Registrar authorized by ICANN. The registered domain name holder is often referred to as “Registrant”.
  14. “Registrar” refers to an individual or entity which has contracted with the Registry. It is responsible for collecting information of registered domain name holders, and submitting such information for entry into the registration system.
  15. “Registry Agreement” refers to the agreement (as amended from time to time) entered into by and between CNNIC and ICANN on November 14, 2013 concerning the operation of “.公司” top-level domain.
  16. “Registration Database” refers to a database comprised of data about one or more DNS domain names within the “.公司” top-level domain of a Registry that is used to generate either DNS resource records (published authoritatively) or responses to domain-name availability inquiries or Whois queries, for some or all of those domain names.
  17. “Registry Top-level Domain” refers to the “.公司” top level domain.
  18. “Registry Service” refers to services provided as part of “.公司” top-level domain operation business, including subdomain registration of a registered domain name. Registry Service includes: receiving relevant data about the domain name registration and domain name server provided by Registrar; providing Registrar with the status information about the top-level domain name registration; distributing the top-level domain zone files; operating the top-level domain server; providing information about the contact person and other information concerning the registered domain names in the top-level domain and the domain name server.
  19. “Registration System” refers to the system operated by CNNIC for domain name registration by “.公司” Registry.
  20. “Registry Policies” refer to policies, regulations, guidelines and standards issued by CNNIC from time to time pursuant to authority granted by ICANN in Appendix S, Part II of the Registry Agreement (Authorization), including without limitation, policies formulated by Chinese government and by CNNIC from time to time. These policies shall be subject to careful review by the Registrar before being incorporated into this Agreement.
  21. “.公司 Registry” refers to the top-level domain registry as defined in the agreement between CNNIC and ICANN.
  22. “Support Agreement” refers to execution of EPP or subsequent agreements by Registry with the aid of the Registry system.
  23. “Term of this Agreement” refers to the valid term of this Agreement.
  24. “Top-level Domain” refers to the top-level domain in the domain system.
  25. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

## CNNIC OBLIGATIONS

* 1. **Access to registration system.** Trough out the Term of this Agreement, CNNIC shall provide Registrar with access as a registrar to the Registry System that CNNIC operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between CNNIC and ICANN.
  2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, CNNIC shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System for the Registry TLD during the term for which Registrar has paid the fees required by Subsection 5.1.
  3. **Change to System.** CNNIC may from time to time make modifications to the Licensed Product, or other software licensed hereunder that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the Supported Protocols, Licensed Product, or software licensed hereunder.
  4. **Engineering and Customer Service Support.** CNNIC shall provide Registrar with engineering and customer service support as follow:  
     (i) Reasonable support to address engineering issues arising in connection with Registrar’s us of the Registry System (from 9:00-17:00 GMT +8:00, each working day); (ii) Emergency call service for technical issues without time limit; and (iii) training of Registry Policy and business if necessary.
  5. During the term of this Agreement, with respect to non-technical issues relating to the registration system or system operation, CNNIC shall provide Registrar with customer service support (non-registered domain name holders or potential customers of Registrar). During the EPP, API and software implementation period, CNNIC shall also provide Registrar with detailed contract information with respect to relevant supports.
  6. **Handling of Personal Data.** CNNIC shall notify Registrar of the purpose for which Personal Data submitted to CNNIC by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. CNNIC shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. CNNIC shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.
  7. **Service Level Agreement.** CNNIC shall specify the measurement indexes and remedial measures in the Service Level Agreement (refer to Appendix B), to measure the service level of “.公司” top-level domain registration operated by CNNIC. CNNIC shall also provide the accredited and authorized Registrar with credit guarantee in the service level agreement to solve non-compliances problems of CNNIC.
  8. **ICANN requirements.** The obligations of CNNIC hereunder may be modified at any time in accordance with ICANN compulsory requirements, consensus policies, specifications and/or interim policies approved by ICANN, by following procedures set out in the Registry Agreement. Notwithstanding any contrary provisions herein, Registrar shall still meet all the ICANN requirements pursuant to the timetable determined by it.  
     With respect to any new registration service approved by ICANN in accordance with the Registry Agreement with CNNIC, CNNIC shall at least give thirty (30) days prior written notice to Registrar. The notice shall include the price of the new registration services, start date and additional terms and conditions. This kind of notice cannot replace notice provided for in Article 2.3 herein.
  9. **Compliance action.** CNNIC hereby confirms: All Registrars authorized by ICANN must enter into a Registrar Accreditation Agreement (“RAA”) with ICANN. ICANN may take appropriate compliance actions in case of emergency or pursuant to provisions of the RAA, including suspending or terminating a registered domain name or requesting for transfer of the domain name. ICANN may request CNNIC to take specific actions in conformity with the authority of ICANN in accordance with provisions of RAA to (i) suspend or terminate the authority of Registrar in creating new domain names; or (ii) transfer the registered domain names to another Registrar designated by ICANN.
  10. **IDNs and Variants.** CNNIC may provide registration service for IDNs at the second level or below, while does not provide registration service for IDN variants (refer to the IDN table and IDN registration principle of CNNIC). At the request of Registrar, an IDN variant may be activated. The IDN and the activated variant must adopt the same NS; if the user has created a subdomain, the NS record of the original and the variant shall be also consistent.
  11. **Dispute resolution mechanism.** CNNIC shall comply with the Uniform Domain-Name Dispute-Resolution Policy (UDRP), the Uniform Rapid Suspension System (URS) adopted by ICANN, and relevant decisions of URS inspectors.
  12. CNNIC shall publish on its official website the information of the contact person, who is responsible for dealing with reported malicious actions in relation to “.公司” domain name, including accurate and effective email address and postal address.
  13. **Right protection mechanism.** CNNIC shall comply with requirements of the rights protection mechanism of the Trademark Clearinghouse (TMCH) or subsequent documents approved and issued by ICANN.

## OBLIGATIONS OF REGISTRAR

* 1. **Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.
  2. **Registration and deletion of domain names.** Registrar shall: (i) provide assistance in domain name registration, renewal, transfer, transfer of ownership, change or deletion; and (ii) provide customer services (including domain name recording support), charging and technical support, and at the same time, provide an interface for receiving the registration application of users. Under the premise of complying with the ICANN policies, Registrar shall provide domain name holders with the emergency contact number, in order to timely deal with any unexpected events relating to the domain name.
  3. **Domain name registration agreement and dispute resolution policy.** Registrar shall enter into a valid domain name registration agreement with domain name holders in an electronic or paper form. Registrar shall include provisions required by this Agreement and relevant provisions concerning obligations of Registrar to CNNIC into the domain name registration agreement concluded with domain name holders. Registrar shall formulate relevant domain name dispute resolution policies and apply them in actual business. Registrar may modify the duplicate of such policies from time to time, while shall submit the duplicate to CNNIC in advance. Before ICANN adopts other consensus policies, specifications and/or interim policies approved by ICANN, Registrar shall comply with the UDRP issued on the official website of ICANN (www.icann.org/general/consensus-policies.htm) to solve disputes relating to registered domain names. Moreover, Registrar shall comply with the URS procedures or alternative procedures, and other applicable dispute resolution procedures regulated by Registry. In the domain name registration agreement concluded with registered domain name holders, Registrar shall require such holders to: acknowledge and agree that Registrar reserves the right to refuse the deletion or transfer of any registered domain name or any transaction, or set the domain name to lock state or restricted state or any other similar state at its own discretion where necessary, so as to (i) comply with requirements of authoritative documents generally accepted in the Internet industry (such as RFC); (ii) correct mistakes occurred during the domain name registration process of Registrar; (iii) prevent the non-payment of the registration fee; (iv) guarantee the domain name registration information to be true, accurate and complete; (v) comply with relevant laws, governmental regulations or requirements, or law enforcement requirements or dispute resolution procedures; and (vi) avoid civil or criminal liabilities of CNNIC or its affiliates, subsidiaries, offices, directors or employees. When a registrant applies for a domain name, Registrar shall inform the registrant of the following: (i) the registrant may apply for registration of a domain name in Simplified Chinese or Traditional Chinese (if applicable); (ii) the domain name in Simplified Chinese or Traditional Chinese (if applicable) will be allocated in the same domain name resolution record; (iii) if the registrant selects a third party domain name system or its own domain name system, the registrant shall bear all risks and liabilities thus incurred.
  4. **Indemnification liability of domain name holders.** Registrar shall, in the domain name registration agreement concluded with domain name holders, demand the domain name holders to indemnify or hold harmless CNNIC and its subsidiaries, affiliates, subordinates, stockholders, directors, managers, employees, accountants, lawyers, insurance company, agents, predecessor, successor and transferee against any and all claims, demands, losses, fees, expenditures, actions or other liabilities (known or unknown) arising from or relating to the registration of a domain name by the name holders. The domain name registration agreement shall further stipulate that the compensation liabilities shall survive the termination or expiration of the agreement.
  5. **Data escrow and submission requirements.** As part of efforts to register in the top level domain and submit registered domain names, Registrar shall provide complete data in accordance with technical specifications and policies of the registration system obtained by it. Registrar shall be responsible for verifying the accuracy of data provided to the data escrow agent. Registrar hereby grants CNNIC a non-exclusive, non-transferable, and limited right to use such data, so that CNNIC may use top-level domain zone files for distributing purpose under the authorization of Registrar to meet the needs arising from operating the top-level domain registration. Article 3.5 herein shall not be interpreted as restricting CNNIC from directly receiving data from domain name holders in accordance with Appendix A.
  6. Registrar shall formulate and take necessary technical measures, physical measures and administrative measures during the domain name registration process, to ensure the security of communication with the registration system and ensure data exchanged with the registration system will not be accessed illegally or disclosed. Registrar shall take necessary technical measures, physical measures and administrative measures to prevent its right to use the registration system granted hereunder from being used to: (i) access the registration system without authorization of CNNIC; (ii) permit or cause or support distribution of data to entities other than current customers in forms of email, telephone, fax, text message or other commercial advertisement or inciting form (save to the extent permitted by relevant laws); or (iii) transfer the matter or data to CNNIC, or other registration agency operating in compliance with the agreement concluded with ICANN or any system of a Registrar authorized by ICANN, in condensed, automatic or electronic form, save to the extent necessitated by domain name registration or modification. In addition, Registrar may be also required to take other reasonable security measures (including technical and non-technical measures) to ensure the security and stability of the registration system.
  7. **Technical issues or breach of agreement.** Registrar shall employ necessary employees, contractors or agents. The employees, contractors and agents shall accept professional training and have rich experience, to be able to give feedbacks and settle relevant issues concerning the use of APIs and CNNIC system relating to the registration system. If the functions of the registration system have been greatly degraded or any other emergent event occurs, CNNIC may determine to temporarily suspend the right of Registrar to access to the Registration System. The withdraw decision shall be impartially applicable to all Registrars in similar situations, including affiliates of CNNIC. Before temporarily withdrawing or restricting the registration system access right of Registrar, CNNIC shall inform the contact person of Registrar via email or phone in advance.
  8. **Reservation of registration data and information.** During the term of this Agreement, Registrar shall maintain relevant registration information and payment record of domain name holders.  
     During the term of this Agreement and for three (3) years thereafter, Registrar shall keep all data and information submitted by domain name holders when applying for domain names, and all correspondences and records between Registrar and domain name holders (including documents and records in electronic form).
  9. **Time.** Registrar hereby agrees that if there is any dispute concerning the entry time of a domain name into the registration database, time in the CNNIC record shall prevail.
  10. **Transfer of Registration Sponsorship.** When a Registrar transfers the registered domain names to another Registrar, it shall comply with the “Transfer Policy between Registrars” (“Transfer Policy”).
  11. **Compliance with this Agreement and relevant policies.** Registrar shall comply with, and also demand domain name holders to comply with following requirements: (i) CNNIC shall, in accordance with the Registry Agreement or other agreements concluded with ICANN, be liable for overseeing the compliance with all ICANN standards, policies, procedures and rules; (ii) CNNIC shall comply with all ICANN standards, policies, procedures, rules and the Registry Agreement between CNNIC and ICANN when formulating operating standards, policies, procedures and rules concerning top-level domain registration (refer to Appendix A). CNNIC shall inform Registrar of any newly added or revised operating standards, policies procedures or rules concerning top-level domain registration by giving a thirty (30) days prior written notice. If there any discrepancy between provisions herein and those in the domain name registration agreement of Registrar, the provisions herein shall prevail.
  12. **Other requirements for domain name registration agreement.** In addition to those prescribed under Article 3.11, Registrar shall, in the domain name registration agreement concluded with domain name holders, require such holders to: (i) agree CNNIC or its designated person or its agents to use, duplicate, distribute, publish, modify or dispose of the personal data of the domain name holders in any other way, in accordance with provisions under Article 2.6; (ii) bring a lawsuit in accordance with the UDRP of ICANN; (iii) correct and update registration information of domain names during the domain name registration period; and (iv) agree to be bound by terms and conditions as agreed by both parties at the time of applying for top-level domain registration.
  13. **Restrictions on domain name registration.** Registrar shall also comply with applicable laws and regulations that impose restrictions on domain name registration, as well as relevant ICANN standards, policies, procedures and rules.
  14. **Cooperation.** Registrar shall cooperate with CNNIC and share data materials prescribed hereunder. In the event that a domain name registered by Registrar in the top-level domain has caused any controversy or dispute, the Registrar shall provide assistance to CNNIC and/or related domain name management agency, or a judicial body or government agency as practical as possible.
  15. **Authorization code.** Registrar shall, within three (3) days after having confirmed that the application for changing the Registrar submitted by a domain name holder met the requirements, provide the registrant with correct authorization code, and shall not charge any fee for providing such service. Registrar shall not hinder users from changing Registrar with any excuse. Registrar shall not provide different registrants with the same authorization code <authinfo> for domain names registered with the same Registrar. CNNIC may choose to modify the <authinfo> code of a domain name at its own discretion, and inform Registrar submitting the domain name of such modification based on the compliance mechanism of EPP (such as EPP<poll> or EPP<domain:Info>). CNNIC shall, within twenty four (24) hours after having modified the domain name registration information submitted by Registrar, inform Registrar of such modification via email or in any other way as agreed by both parties. CNNIC shall provide Registrar with log files concerning these mechanisms. Registrar shall timely provide the registered domain name holders with the authorization code, and at the same time, grant them right to alter the code. In the event that the registered domain name holders have any question about the use and/alteration of the authorization code, Registrar shall give a reply within five (5) days.
  16. In promoting and advertising the domain names and providing registration and relevant services, Registrar shall not take any illegal measures, including without limitation, the following deceptive, misleading or threatening measures: (i) misleading users illegally in the name of any other Registrar; (ii) threatening users by saying another organization or individual will register the domain name; (iii) deceiving and threatening users after having registered the domain name in the name of any other organization or individual; (iv) misleading users by making use of change to CNNIC policies, expiration of domain name term and other false information; (v) misleading users by exaggerating the investment value of the domain name; and (vi) other deceptive, misleading or threatening measures in violation of the legitimate rights and interests of users.
  17. Registrar shall request domain name applicants to submit following information and materials: (i) domain name applied for registration; (ii) names of the primary name server and secondary name server(s) for the domain name; (iii) name, identity certificate type, identity certificate number, postal address, telephone number and email address in case that the applicant is a natural person; (iv) name of the organization, organization type, organization code, postal address, email address and telephone number in case that the applicant is an organization; (v) name, postal address, email address and telephone number of the contact person for domain name management, technical, billing and sponsoring contact person; (vi) applicants in Mainland China: for the identity certificate and organization code certificate, applicants are not required to submit the electronic or paper form thereof; for other registration application materials, applicants need to provide the electronic form of the identity certificate; in other places, the applicants need to submit the electronic form of the identity certificate ; (vii) domain name registration term: Registrar shall examine whether the materials submitted by applicants are true, accurate and complete, and keep the application materials for future reference.
  18. During the term of authorization, Registrar shall keep confidential the registration information and registration materials. Upon expiration of an authorization, Registrar shall not disclose to any third party such information or materials or use them for illegal gains. Without the consent of the Registrant, Registrar shall not use such information for any other purposes, except to the extent expressly stipulated by laws, regulations or relevant domain name management specifications.
  19. **Domain name lookup capability.** Registrar hereby agrees to adopt the domain name lookup capability in its domain name registration business, to determine whether a domain name currently under application may be registered. If required by ICANN, Registrar shall also agree to provide the interactive web-portal 43 domain name inquiry (Whois) service, in order to provide a free, public inquiry approach to look up the latest data of all activated registered domain names (updated daily at least) before submitting a top-level domain registration application. The available data shall include the Registrar Accreditation Agreement, ICANN consensus policies, specifications and/or interim policies between Registrar and ICANN and approved by ICANN.
  20. **Compliance with marketing and brand policies.** Registrar shall comply with the marketing and brand policies formulated and conveyed to Registrar by CNNIC from time to time concerning the top-level domain registration.
  21. **Registrar’s resellers.** Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD. Registrar agrees to expressly and contractually bind its resellers to all obligations of Registrar under this Agreement. Without prejudice, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.
  22. **Contact person for domain name abuse.** Registrar shall publish on its official website the information of the contact person, who is responsible for dealing with malicious use or abuse of top-level domain names, including effective email address and postal address.
  23. **Right protection mechanism.** Registrar shall comply with requirements of the rights protection mechanism of the Trademark Clearinghouse (TMCH) or subsequent documents approved and issued by ICANN.
  24. Registrar shall comply with provisions of “.公司” Domain Name Registration Service Specification (Appendix F).
  25. Registrars must include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

## LICENSE

* 1. **License grant.** In accordance with relevant terms and conditions hereunder, CNNIC hereby grants to Registrar, and Registrar hereby agrees to accept, a nonexclusive, non-transferable, worldwide and limited license to use the licensed products, the upgrades of licensed products and re-designed products during the term and only for purposes of this Agreement, so as to facilitate the Registrar to provide the top-level domain name registration service; however, Registrar shall not use such right for any purposes other than those provided for herein. Registrar may handle the registration of licensed products, the upgrades of licensed products and re-designed products with Registry on behalf of the domain name holders. Registrar may, through using the licensed products, the upgrades of licensed products and re-designed products, conduct the following: (i) check the availability of a domain name; (ii) register a domain name; (iii) re-register a domain name; (iv) cancel a registered domain name; (v) update the domain name server; (vi) under relevant authorization, transfer a domain name of another Registrar to itself; (vii) check the domain name registration record; (viii) register a domain name server; (ix) update the IP address of the domain name server; (x) delete the domain name server; (xi) check the domain name server; and (xii) create and finish the verification dialog.
  2. **Limitations on use.** Notwithstanding any other provisions herein, without the written consent of CNNIC, Registrar shall not: (i) transfer the licensed products or allow any party other than Registrar to use or benefit from such products; (ii) publish or distribute the licensed products to employees, contractors or agents of a non-Registrar or allow them to disclose such products, for the purpose of using the domain name registration service; (iii) decompile, reverse engineer, duplicate or redesign the licensed products without authorization; (iv) the purpose of the licensed products or the license is in violation of governmental regulations, rules or laws, or illegally use the licensed products. Registrar hereby agrees to take necessary measures to prevent any of its right granted hereunder from being used to: transfer the inquiries or data to CNNIC system or a Registrar accredited by ICANN, in a condensed, automatic or electronic form, save to the extent as necessitated by domain name registration or changing of the current registered domain name.
  3. **Change of licensed materials.** CNNIC may change or modify the licensed products hereunder from time to time. If the RRP in the support agreement is changed to EPP, Registrar shall remove or implement the support agreement within 18 months upon receipt of the change notice. With respect to other substantial changes to the licensed software under the support agreement, API or this Agreement, CNNIC shall give at least ninety (90) days prior written notice to Registrar.

## FEES

* 1. **Registration fee.** Registrar hereby agrees to pay fees described in Appendix D to CNNIC, for registration, renewal and other registration services provided by CNNIC. If CNNIC intends to increase such fees, it shall give a 30 days prior written notice to Registrar. The adjustment of such fees shall be in compliance with the Registry Agreement between CNNIC and ICANN.
  2. **Variable registry-level fee.** If CNNIC needs to pay the variable registration level fee to ICANN pursuant to provisions under Article 6.3 of the Registry Agreement, CNNIC is entitled to collect such fee from Registrar. Registrar shall approve the collection of such fee in writing (except payables by CNNIC under Article 5.1). The amount of such fee shall be equal to the variable registration level fee payable to ICANN when Registry submits registration (according to the name of each item).
  3. **Payment to CNNIC.** Registrar shall make payment to CNNIC through depositing money to a bank account. CNNIC shall provide Registrar with payment invoices.
  4. **Non-payment of fees.** If Registrar has no enough money to pay CNNIC, CNNIC may adopt all or one of the following measures: (a) reject the application for new registration or renewal or transfer of relevant registrations; (b) issue written notice to terminate this Agreement pursuant to Article 9.2.1 herein; (c) adopt other supplementary measures in accordance with this Agreement.
  5. **Taxes.** All payables hereunder do not include taxes. Registrar shall bear all kinds of taxes, duties, expenses and other levies collected or required by any governmental agencies or their branches with respect to any service, software and/or hardware (including sales tax, turnover, service tax, use taxes, and value-added tax, except for taxes based on the net income of CNNIC), and such fees shall not be classified as the amount that may be deducted or offset. All fees payable by CNNIC shall not be deducted or withheld as taxes, duties or fines payable in accordance with law.
  6. **Change in registrar sponsoring domain name.** (a) Normal transfer. Registrar accepting the transferred domain names agrees to pay the registration fee for another year to renew the registration to CNNIC. (b) Transfer approved by ICANN pursuant to Part B of the Transfer Policy: Registrar hereby agrees to pay $0 to CNNIC (for transfer of no more than 50,000 domain names) or $50,000 (for transfer of more than 50,000 domain names).
  7. **Charges for ICANN fees.** Registrar hereby agrees to pay the variable registration level fee to ICANN within thirty (30) days after such payment becomes due. The fee may be transferred or deducted (if applicable) from the deposit account. The fee is composed of two portions: ICANN will calculate each portion for Registrar: (a) transaction fee: this portion is regulated by ICANN based on the budget approved by the board of directors of ICANN in each fiscal year, while the total amount shall not exceed that regulated in the Registry Agreement. (b) Registrar fee: This portion is regulated by ICANN based on the budget approved by the board of directors of ICANN in each fiscal year; the sum calculated for each Registrar based on the total number of Registrars shall not exceed that regulated in the approved budget of ICANN for each Registrar.

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY

* 1. **Use of confidential information.** The parties shall use or disclose the confidential information hereunder pursuant to terms and conditions of the non-disclosure agreement concluded between them (Appendix C). The non-disclosure agreement will be performed with this Agreement at the same time. Registrar hereby agrees that EPP, API and software all belong to confidential information of CNNIC.
  2. **Intellectual property right.** In accordance with the license granted hereunder, the parties will continue to possess their independent intellectual property right, including all patent rights, trademarks, trade names, service trademarks, copyright, trade secrets, know-hows, and other forms of intellectual property rights.
  3. Without restricting the general principle of above provisions, the Disclosing Party shall not, in accordance with provisions hereof, grant the Receiving Party any commercial right or license in respect of any patent right, patent application, copyright, trademark, know-how, trade secret or proprietary right of CNNIC, or disclosure of any confidential information by the Disclosing Party to the receiving party in accordance with this Agreement does not mean granting the Receiving Party of such rights or license.

## INDEMNIFICATION AND LIMITATION OF LIABILITIES

* 1. **Indemnification.** Within thirty (30) days after CNNIC has made a request pursuant to this Article, Registrar shall, at its own expense, indemnify, protect and hold harmless CNNIC and its employees, directors, officers, representatives, agents or affiliates from and against all claims, suits, actions or other legal proceedings against CNNIC or any related parties above, which are based on or due to any of the following claims or alleged claims: (i) claims or alleged claims relating to any products or service of Registrar; (ii) claims or alleged claims relating to the agreement between Registrar and registered domain name holders, including the dispute resolution policy of Registrar; or (iii) claims or alleged claims relating to the domain name registration business of Registrar, including without limitation to advertisements, domain name application procedures, systems and other programs, charged fees, billing practices and customer services of Registrar, provided that: (a) CNNIC shall immediately give the claim notice (if any) to Registrar; (b) after Registrar has received the written notice, CNNIC shall provide Registrar with all necessary information and reasonable support to defend against such claims, under the precondition that Registrar will indemnify CNNIC for all reasonable costs actually incurred.
  2. **Representations and warranties.** Registrar hereby represents and warrants that: (i) it has been duly incorporated and is validly existing as a corporation or company under the laws of the jurisdiction of its incorporation and is in good standing; (ii) it has necessary corporate power and authority to sign, deliver this Agreement and perform all obligations hereunder; (iii) the signing, performance and delivery of this Agreement has been duly authorized by Registrar; (iv) it has been and will be legally accredited by ICANN or its successor; (v) it will obtain all necessary approvals or authorization of relevant governmental agencies or competent departments before entering into this Agreement.
  3. **Limitation of liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO CNNIC UNDER THE TERMS OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
  4. **Disclaimer.** THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY CNNIC HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. CNNIC EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. PIR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, CNNIC DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

## DISPUTE RESOLUTION

* 1. All disputes arising from or relating to this Agreement (including compulsory performance) shall be resolved through compulsory arbitration pursuant to this Article. The disputes shall be referred to China International Economic and Trade Arbitration Commission (hereinafter “CIETA”) for arbitration in accordance with rules of CIETAC. The arbitration shall be held in Beijing, China, and language used during arbitration shall be Chinese.

## TERM AND TERMINATION OF THIS AGREEMENT

* 1. **Term of this Agreement; modification.** The term of this Agreement shall start from the effective date hereof. Unless otherwise prematurely terminated pursuant to provisions herein, the term of this Agreement shall be five (5) years starting from the date on which this Agreement becomes effective to the last day of the month. The term of this Agreement shall be automatically extended for successive five (5) years unless otherwise Registrar gives at least 30 days prior written notice to CNNIC to terminate this Agreement within the initial term hereof or prior to the expiration date of any renewed term hereof. If ICANN has approved or adopted the revisions to the Registrar Accreditation Agreement approved by CNNIC, Registrar shall sign the revised version to supersede this Agreement or automatically terminate this Agreement upon giving notice to CNNIC within fifteen (15) days of receipt of the revision notice. If CNNIC fails to receive the signed revised version or termination notice from Registrar within the 15-day time limit above, Registrar shall be deemed to have timely and effectively terminated this Agreement.
  2. **Termination.** This Agreement may be terminated in following circumstances:  
     9.2.1. Termination for cause. If either party is in material breach of any obligation hereunder and fails to substantially redress such breach within thirty (30) calendar days after receiving written notice from the other party, the non-breaching party may, after having given written notice to the other party, terminate this Agreement at the time specified therein.  
     9.2.2. Termination at option of Registrar. Registrar may terminate this Agreement upon giving thirty (30) days prior written notice to CNNIC.  
     9.2.3. Termination upon loss of Registrar’s accreditation. If the accreditation for top-level domain registration granted by ICANN to Registrar has been terminated or expired, this Agreement shall be terminated.  
     9.2.4. Termination due to insolvency or bankruptcy. If either party is declared insolvent or bankrupt, or if any proceedings are instituted by either party, seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors or appointing a receiver, liquidator or trustee for a Party's property or assets or requesting liquidation, dissolution or winding up of a Party's Business, either party may terminate this Agreement.  
     9.2.5. CNNIC may terminate this Agreement if:  
     a) Registrar provides false Registrar Accreditation materials, including without limitation, relevant certificates, licenses and contact information;  
     b) Registrar breaches any term of this Agreement, including provisions in all Appendixes;  
     c) Registrar has serious problems with management and CNNIC believes such problems may influence the capability of Registrar in providing normal services, and Registrar has not provided any corresponding warranties;  
     d) Registrar violates the non-disclosure agreement by disclosing or using the users’ registration information or registration materials for illegal gains;  
     e) Registrar is in violation of any law or governmental regulation of PRC;  
     f) Registrar acts in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet; Registrar refuses to take remedial measures as requested by CNNIC within three (3) days after receiving notice from CNNIC;  
     g) Registrar submits the registration at the business interface of another Registrar after receiving an application from users.
  3. In any of the aforesaid circumstances, CNNIC may prematurely terminate this Agreement upon giving fifteen (15) days prior written notice to Registrar.
  4. **Effectiveness of termination.** After this Agreement has expired or terminated for any cause:  
     9.3.1. CNNIC shall complete the registration of all domain names prior to the effective date of expiration or termination, provided that Registrar has been timely paying all expenses assumed by CNNIC.  
     9.3.2. Registrar shall immediately transfer its registered domain names to another Registrar accredited by ICANN pursuant to established or approved procedures of ICANN.  
     9.3.3. The Receiving Party shall immediately return all confidential information in its possession to the Disclosing Party.  
     9.3.4. It shall timely pay all fees receivable by CNNIC when they become due.  
     9.3.5. When the term of this Agreement is extended or when this Agreement is actually terminated in accordance with Article 9.2.1, 9.2.2 and 9.2.5, CNNIC has the right to immediately notify domain name holders of the same to ensure the domain names to be transferred to another Registrar accredited by ICANN in an orderly and secure manner.
  5. **Termination due to unpaid fees.** Notwithstanding any provision under Article 9.3 above, if this Agreement is terminated due to the failure of Registrar to pay relevant fees, Registrar shall be entitled, but not obligated to transfer the domain names to the wholly-owned subsidiary of the Registrar accredited by ICANN.
  6. **Survival.** The following terms and provisions shall survive the termination of this Agreement: (i) Article 2.6, Article 2.10, Article 3.4, Article 3.5, Article 3.16, Article 4.2, Article 6.1, Article 6.2, Article7.1, Article 7.2, Article 8.1, Article 9.3 through 9.5, Article 10.2, Article 10.4, Article 10.6, Article 10.7 and Article 10.9, and (ii) provisions concerning the compensation liability of domain name holders in Article 3.4. Neither party shall be liable to the other party for all damages caused by the termination of this Agreement.

## MISCELLANEOUS

* 1. **Assignment.**  
     10.1.1. Assignment to successor of the Registry. If there is no subsequent Registry Agreement between CNNIC and ICANN, and this Agreement has been terminated or expired, ICANN may, upon giving written notice to Registrar, within sixty (60) days of termination or expiration of this Agreement, transfer all rights of CNNIC hereunder to the Registry holding the subsequent Registry Agreement (this Agreement contains relevant provisions concerning the top-level domain registration), provided that the successor agrees to accept all obligations of CNNIC hereunder.  
     10.1.2. Assignment relating to agreement signed by ICANN. If the Registry Agreement has been legally transferred, all rights of CNNIC hereunder shall be transferred to the transferee automatically, provided that the transferee agrees to accept all obligations of CNNIC hereunder.  
     10.1.3. Other assignments. Unless otherwise expressly specified herein, all provisions hereof shall be construed as taking the successors and transferees of both parties as beneficiaries and be binding upon them. Without giving prior written notice to CNNIC, Registrar shall not transfer, assign or delegate any rights or obligations hereunder to any third party.
  2. **Third-party beneficiaries: relationship between the parties.** Both parties expressly agree that ICANN shall be the third party beneficiary proposed hereunder. Registrar hereby expressly acknowledges, notwithstanding any other provisions to the contrary herein, Registrar is not the third party beneficiary proposed under the Registry Agreement. Nothing in this Agreement shall be deemed to create any employment, agency, partnership or joint venture relationship between the parties.
  3. **Force Majeure.** Neither party shall be liable to the other party for damages or losses caused by any events beyond its reasonable control (“Force Majeure event”): including without limitation, riot, civil commotion, war or military operation or national or local emergency, acts or omissions of government or other competent departments, compliance with statutory obligations or administrative orders, labor disputes (no matter whether the employees of either party are involved), fire, lightning, explosion, flood, extreme weather or acts or omissions not attributable to both parties. In event of the occurrence of any above-mentioned events, if any party is prevented from performing its obligations hereunder, the affected party shall be exempt from fulfilling the obligations within 6 months affected by such event (except the payment obligation), provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance.
  4. **Amendments.** No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. The approval and/or authorization of ICANN and any new services purchased by Registrar shall be conducted in accordance with provisions which may be set out by CNNIC as an Appendix hereto (or other agreements between Registrar and CNNIC).
  5. **Further Assurances.** As the other party may reasonably request the conduction or confirmation of any anticipated transactions hereunder, the parties hereto shall sign and prompt the delivery of relevant legal documents and other documents to the other party and take relevant measures to sign and prompt the delivery of such documents.
  6. **Notice.** All notices or correspondences required or allowed hereunder shall be given in writing to the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing, and shall be deemed to have been properly delivered, sent or received when sent to the following address or fax hereunder (personally or by registered email, mail or courier service, email or telegram in the business hours).

If to **Registrar**, addressed to:

Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code of the city and state: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cc:

Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code of the city and state: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to **CNNIC**, addressed to:

China Internet Network Information Center  
4 South 4th Street, Zhongguancun, Haidian District, Beijing, China.

Postal code: 100190

Tel.: 86 (10) 58813377

Fax: 86 (10) 58812266 extension 168

Email address: support@cnnic.cn

* 1. **Delay or omission; waiver.** No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
  2. **Governing law.** This Agreement shall be governed by the laws of the People’s Republic of China.
  3. **Entire Agreement.** This Agreement (including Appendix A, Appendix B, Appendix C, Appendix D, Appendix E and Appendix F) constitutes the entire agreement of the parties pertaining to the subject matter hereof, and supersedes all prior agreements, statements, representations, conventions, understandings, proposals, or warranties, whether in oral or written form. If any provision or part thereof of this Agreement is deemed illegal, invalid or otherwise unenforceable, the parties hereto agree to implement the provision to the largest extent permitted to achieve the purpose of the parties, and the validity, legality, and enforceability of remaining provisions of this Agreement shall not be affected in any way. If, for achieving the purpose of both parties, both parties may modify this Agreement in good faith by replacing unenforceable statements with enforceable ones to reflect above purpose as closely as possible.
  4. **Language.** This Agreement is made out in both Chinese and English; if there is any discrepancy between the two versions, Chinese version shall prevail.

In witness whereof, the parties hereto have executed this Agreement on the date first above written.

**CNNIC**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

**CHINA INTERNET NETWORK INFORMATION CENTER**

(Affix official seal here)

**Registrar**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Affix official seal here)

## Appendix A

Operation Standards, Policies, Procedures and Practices of Registry

1. **DOMAIN NAME REGISTRATION RULES OF CNNIC**
   1. Registration term: The registration term of a domain name shall be no more than 10 years, unless otherwise automatically renewed due to change of a Registrar.
   2. Active renew: The domain name holders shall actively pay the renewal fee before a domain name expires; the renew grace period is 15 days following the expiration date. If the domain name is deleted by Registrar during this period, CNNIC will return to Registrar the renewal fee already paid by it. Automatic renew: When a domain-name registration reaches its expiration date, it gets renewed for one-year automatically, with the renewal fee deducted from the account of Registrar. The renewal confirmation period is 30 days following the auto-payment of the renewal fee. If a domain name holder specifies in writing during the renew confirmation period that he or she does not intend to renew the domain name, Registrar shall cancel the domain name; if a domain name holder does not specify in writing during the renew confirmation period that he or she does not intend to renew the domain name, or pay the renewal fee, Registrar has the right to cancel the domain name after the renew confirmation period expires. The Auto-renew grace period is 45 days following an auto-renew. If the domain name is cancelled by Registrar during this period, CNNIC will return the renewal fee automatically deducted from Registrar to its advance account. Transfer renew: The transfer grace period is 15 days following a domain name transfer. If the domain name is cancelled by the new sponsoring Registrar during this period, CNNIC will return the cost already paid by Registrar to its advance account.
   3. Domain name redemption: The redemption 30-day grace period begins once a domain name has been deleted following the renew grace period. During this period, the original domain name holder may discuss and determine the domain name redemption fee with Registrar. CNNIC will deduct RMB 1,000 from the advance account of Registrar. After a domain name has been recovered, its validity period will be extended for one year based on the original expiration date. If the applicant fails to recover the domain name, the domain name will enter into a 5-day deletion grace period.
2. **DOMAIN NAME APPLICATION AND VERIFICATION**
   1. Registrar shall deal with the domain name registration applications based on the principle of “first come and first served”.
   2. Registrar shall require domain name applicants to submit relevant information, and sign a Domain Name Application Agreement (including the electronic version). The Application Agreement between Registrar and the applicants shall include, but is not limited to contents of this Agreement, and shall not be in conflict with any information contained herein.
   3. Registrar shall submit relevant information of the applicants and the domain name to be registered, including:  
      a) Domain Name for application, host name, IP addresses of the primary name server and secondary name server(s);  
      b) Relevant information and data about the applicants: (i) In case of individuals: name, address, telephone number, email address, identity certificate type and identity certificate number of the applicant; (ii) In case of enterprises or organizations: name, address, telephone number, email address, organization type and organization code of the organization or enterprise; (iii) Contact information for operation, technical and financial staff (including without limitation, contact address, telephone number and email address); (iv) Users in Mainland China: for the identity certificate and organization code certificate, users are not required to submit the electronic or paper form thereof; for other registration application materials, users need to provide the electronic form of the identity certificate; in other places, users need to submit the electronic form of the identity certificate ;  
      c) Domain name registration term;  
      d) Other information required by CNNIC for further upgrading the registration system.
3. **DOMAIN NAME MODIFICATION AND DELETION**
   1. **Domain name modification.** When the domain name registration information changes, Registrar shall request the applicant to submit application materials and review such materials. The application will be rejected if the submitted materials fail to meet relevant requirements. If the application has been proved to meet relevant requirements, the original application materials shall be kept by Registrar.
   2. **Domain name deletion.** CNNIC may transfer, modify or delete any registered domain name if (i) such domain name is in violation of this Agreement or any Appendix hereto; or (ii) for the purpose of correcting any mistakes of CNNIC or Registrar relating to registration of this domain name. If a domain name holder applies for deletion of a registered domain name, he shall submit the domain name deletion materials in accordance with the Implementation Rules. Registrar shall verify the materials submitted by the applicant, and complete the domain name deletion within three (3) workdays thereafter. Registrar shall not delete the domain name without receiving the application from the domain name holder.
   3. During the legal proceeding, arbitration or domain name dispute resolution period or within ten (10) days after the judgment is published, Registrar shall not change or delete the domain name in question, unless the transferee of the domain name agrees to accept the judgment, decision or ruling of the dispute resolution agency.
   4. Registrar shall cooperate with the Registry, Court or domain name dispute resolution agency in verifying a domain name, and delete, change or suspend the changing of the domain name in accordance with relevant decisions, judgments or rulings.

## Appendix B

Service Level Agreement (SLA)

CNNIC is a “.公司” domain name registration and service agent approved by competent departments of the state. CNNIC is committed to providing users with first-class services. The “.公司” domain name operation standards and relevant indemnification rules of CNNIC are listed as follows:

1. **LIABILITIES OF RELEVANT PARTIES**
   1. Registrar shall report the unavailability of the registration service it claimed to the customer service department of CNNIC in the form required by CNNIC (such as via email, fax or phone), to get the trouble solved.
   2. If all Registrars are affected by the unavailability of the registration service, CNNIC shall be liable for opening the trouble ticket package and informing all Registrars of details of the trouble.
   3. Registrar shall check with CNNIC the causes of the unavailability of the service system. If it is mutually agreed that the trouble is caused by CNNIC, the problem shall be classified as unplanned outage.
   4. CNNIC shall at least set two measurement detectors at the system border gateway (or at different operators or cross different geographic areas), to monitor the availability and performance of the service. CNNIC will not intervene with the measurement detectors, including conducting priority processing in any form in response to any request of the service being monitored. CNNIC will respond to the monitoring described hereunder in the same way as to any other requests from Internet users (DNS and RDDS) and Registrars (EPP).
   5. CNNIC will provide available services and performance set out in the matrix of the SLA in each calendar month.
   6. CNNIC will provide the SLA operation report of the last calendar month in the middle of each month.
2. **SLA MATRIX**

The service levels provided by CNNIC are presented as follows:

|  |  |  |
| --- | --- | --- |
|  | Parameter | SLO (based on month) |
| DNS | DNS service availability | 0 minute of downtime =100% availability |
| DNS name server availability | ≤432 minutes of downtime (≈99%) |
| TCP DNS resolution RTT | ≤1,500 ms (for at least 95% queries) |
| UDP DNS resolution RTT | ≤500 ms (for at least 95% queries) |
| DNS updating time | ≤60 minutes (for at least 95% detectors) |
| RDDS | RDDS service availability | ≤864 minutes of downtime (≈98%) |
| RDDS query RTT | ≤2,000 ms (for at least 95% queries) |
| RDDS updating time | ≤60 minutes (for at least 95% detectors) |
| EPP | EPP service availability | ≤864 minutes of downtime (≈98%) |
| EPP session-command RTT | ≤4,000 ms (for at least 90% commands) |
| EPP query-command RTT | ≤2,000 ms (for at least 90% commands) |
| EPP transform-command RTT | ≤4,000 ms (for at least 90% commands) |

Table 1. SLO matrix

1. **INDEMNIFICATION**

CNNIC will carry out strict indemnification standards for chargeable services (domain name registration service) provided to Registrars in line with the principle of integrating rights and obligations.

If the availability of the registration system in any month is less than 99.9%, CNNIC will indemnify each Registrar affected as follows:

* 1. **Indemnification for insufficient performance.** If the combined percentage of all EPP check, add, delete and modify commands of the registration system reduces to below 95% as provided, CNNIC will provide indemnification to each affected Registrar, by adopting the following calculation method:  
     The value below 95% x newly-added domain names of the Registrar in the current month x average registration fee per domain name collected from the Registrar.  
     The total indemnification made by CNNIC to each Registrar shall not exceed the sum of the newly-added domain names of the Registrar in the current month, multiplied by the average registration fee per domain name, and by 5%.  
     For example: If the availability of the registration system to a Registrar in a certain month is less than 99.9%, and the combined percentage of the EPP add and check commands of EPP of the Registrar is X (<95%) (the combined percentage of the query, modify, add and delete commands that may be completed according to indexes is (X1＋X2＋X3＋X4)/4=X), and the number of the newly-added domain names in the month is Y, and the registration fee per domain name is RMB Z.  
     The indemnification amount shall be: MIN{(95％－X％)×Y×Z，5％×Y×Z}；X<95.
  2. **Outage indemnification.** If the registration service is unavailable, CNNIC will provide indemnification to Registrars by adopting the following calculation method:  
     The value below 99.9% availability x newly-added domain names of the Registrar in the current month x average registration fee per domain name collected from the Registrar.  
     Under circumstances as described above, the maximum indemnification made to each Registrar shall not exceed the sum of the newly-added domain names of the Registrar in the current month, multiplied by the average registration fee per domain name, and by 10%.  
     For example: If the availability of the registration system to a Registrar in a certain month is X (< 99.9%), and the number of the newly-added domain names of the Registrar in the current month is Y, and the registration fee per domain name is RMB Z.  
     The indemnification amount shall be: MIN{(99.9%－X)×Y×Z，10％×Y×Z}.

1. **RESTRICTIONS AND EXCEPTIONS**

If the unavailability of service or performance problem is caused by the system of the network provider or of some individual Registrars, the above indemnification distribution schemes are not applicable.  
CNNIC has the right to amend this Agreement pursuant to the development of the Internet and domain name system, as well as relevant laws, regulations and policies of China. Such amendments shall be applicable to all Registrars accredited by CNNIC.

1. **RELEVANT DEFINITIONS**

Month refers to each individual calendar month starting from and ended at 00:00 Beijing time.  
DNS refers to the domain name system specified in RFC 1034, 1035 and in relevant RFC.  
EPP refers to the Extensible Provisioning Protocol specified in RFC 5730 and relevant RFC.  
RDDS, Registration Data Directory Service, refers to assembly of WHOIS hereunder and Web-based WHOIS services.  
SLO, Service Level Objective is the service level to be achieved by specific parameters being measured in the SLA.  
DNS registration effective time refers to the time when a domain name officially becomes effective after passing all registration examinations.  
DNS service availability refers to the ability of a set of authoritative name servers with specific domain names (such as TLD) to respond to queries of DNS detector. To enable the service to be deemed available at a certain time, there shall be at least two sets of delegated servers in the DNS name server which have successful results in the “DNS test” of each “IP address”, registered in the public DNS and resolved by the name server. If during a given time period, 51% or more DNS detectors believe the service is unavailable, the DNS service will be deemed unavailable.  
DNS name server availability refers to the ability of a certain server (authoritative name server listed as a domain name) which has registered an IP address in the public DSN to respond to the DNS queries of Internet users. The “IP address” of all name servers registered in the public DNS, with domain names under monitoring shall be tested independently. If during a given time period, 51% or more DNS detectors obtain the results of undefined/ unreplied in the DNS test of the IP address of the name server, the IP address of the name server will be deemed unavailable.  
UDP DNS resolution RTT refers to RTT (excluding network delay in command transmission) of two data package sequences (UDP DNS queries and corresponding UDP DNS response). If RTT is 5 times more than that specified in relevant SLO, the RTT will be deemed as undefined.  
TCP DNS resolution RTT refers to RTT (excluding network delay in command transmission) of the data package sequences during the connection period of TCP (including receipt of DNS response to one DNS query). If RTT is 5 times more than that specified in relevant SLO, the RTT will be deemed as undefined.  
DNS updating time refers to the interval measured from the time of receiving the EPP transform command for a certain domain name to the time when the name server of the parent domain name uses the data consistent with the transformation to answer the “DNS” query. It is applicable to changes of DSN information.  
RDDS availability refers to the ability of all RDDS services of TLD to respond to queries of Internet users by providing corresponding data in relevant registration systems. If during a given time period, 51% or more RDDS detectors believe the RDDS service is unavailable, the RDDS service will be deemed unavailable.  
WHOIS query RTT refers to RTT (including receiving a WHOIS response) of data package sequences during the connection period of TCP (excluding network delay in command transmission). If RTT is 5 or more times that specified in relevant SLO, the RTT will be deemed as undefined.  
Web-based WHOIS query RTT refers to RTT (including receiving HTTP response to only one HTTP request) of data package sequences during the connection period of TCP. If RTT is 5 or more times that specified in relevant SLO, the RTT will be deemed as undefined.  
RDDS query RTT refers to combined “WHOIS query RTT” and “Web-based WHOIS query RTT” (excluding network delay in command transmission).  
RDDS updating time refers to the interval starting from the time of receiving the EPP transmit command for a domain name, host or contact to the time when the server of RDDS service reflects the change.  
EPP service availability refers to the ability of TLD EPP server to respond to commands of Registrar as a group. Response shall include corresponding data in the registration system. If RTT to an EPP command is 5 times more than that specified in relevant SLO, the EPP command will be deemed as unreplied. If during a given time period, 51% or more EPP detectors believe the EPP service is unavailable, the EPP service will be deemed unavailable.  
EPP session-command RTT refers to RTT of the following data package sequences: The data package sequences include sending a session command and receiving the EPP response to only one EPP session command (excluding network delay in command transmission). With respect to the Login command, the TCP session data package will be launched. With respect to the Delete command, the TCP session data package will be closed. EPP session command refers to command prescribed under Article 2.9.1 of EPP RFC5730. If RTT is 5 or more times that specified in relevant SLO, the RTT will be deemed as undefined.  
EPP query-command RTT refers to RTT of the following data package sequence: The data package sequence includes sending a query command and receiving the EPP response to only one EPP query command (excluding network delay in command transmission). It does not include the data package required for launching and closing EPP or required for TCP session. EPP query command refers to command prescribed under Article 2.9.2 of EPP RFC5730. If RTT is 5 or more times that specified in relevant SLO, the RTT will be deemed as undefined.  
EPP transform-command RTT refers to RTT of the following data package sequence: The data package sequence includes sending a transmit command and receiving the EPP response to only one EPP Transmit command (excluding network delay in command transmission). It does not include the data package required for launching and closing EPP or required for TCP session. EPP transmit command refers to command prescribed under Article 2.9.3 of EPP RFC5730. If RTT is 5 times more than that specified in relevant SLO, the RTT will be deemed as undefined.

## Appendix C

Non-disclosure Agreement

Both parties hereby wish to disclose the valuable, proprietary and confidential information to the other party in accordance with this non-disclosure agreement (Non-disclosure Agreement).

Both parties hereby agree as follows:

1. **CONFIDENTIAL INFORMATION**

“Confidential Information” herein refers to all information and data that the Disclosing Party may furnish or otherwise disclose to the Receiving Party marked or otherwise designated as “confidential” hereunder, including without limitation, computer software, data, information, data base, agreements, references, function descriptions and interface specifications. For orally-conveyed information, the Disclosing Party shall, within 15 days of the disclosure, inform the Receiving Party of the confidential nature of such information in writing.

1. **NON-DISCLOSURE OBLIGATION**

With respect to disclosure of confidential information, both parties agree that:  
a) The Receiving Party shall keep confidential all confidential information disclosed by the Disclosing Party, and use all reasonable efforts (including adopting reasonable physical security measures and operation procedures) to protect the privacy and confidentiality of such information.  
b) The Receiving Party shall not disclose the confidential information to any third party, except that the Receiving Party is a company, partnership or similar entity, and its officers, employees, contractors or agents need to know such information, provided that the Receiving Party has informed above personnel of the confidential nature of such information and procedures to be followed to keep its confidentiality. In addition, the Receiving Party shall also require above personnel to confirm in writing that they have read and understood the terms of the Non-disclosure Agreement, and agreed to be bound by such terms hereof.  
c) The Receiving Party shall not change or delete the confidentiality marks and (or) copyright notice carried with the confidential information.  
d) The liabilities of the Receiving Party prescribed under Article 2 shall be long effective after receiving such information.

1. **USE RESTRICTION**

The Receiving Party hereby agrees to only use the confidential information received hereunder for the purpose of providing the domain name registration service as a Registrar, and will not use such information for any other purposes.  
The Disclosing Party does not, in accordance with provisions hereof, grant the Receiving Party any right or license in respect of any patent, patent application, copyright, trademark, know-how, trade secret or proprietary right of CNNIC. Disclosure of any confidential information by the Disclosing Party to the Receiving Party in accordance with this Agreement does not mean granting the Receiving Party of such rights or license.  
The Receiving Party agrees not to produce any derivatives based on the confidential information.  
The Receiving Party agrees to only use the confidential information in form of computer software, data and/or database on the computer system owned or managed by it.

1. **MISCELLANEOUS**

This Agreement shall be governed by and construed in accordance with the laws of China and applicable governmental laws. Both parties agree that if either party brings a lawsuit before the court for compulsory performance of this Agreement, both parties shall be legally bound by the judgment of the court.  
The obligations prescribed hereunder shall be continuing obligations. Neither party shall be liable to the other party with respect to following information hereunder: (a) information disclosed with the prior written consent of the Disclosing Party; or (b) information in the public domain through no fault of the Receiving Party; or (c) information known by the Receiving Party prior to receiving it from the Disclosing party; or (d) information independently developed by the Receiving Party without referring to the confidential information or (e) information furnished by the Disclosing Party in normal ways without confidentiality requirements.  
If either party is in breach of any of its obligations hereunder, and fails to redress such breach within three (3) calendar days after receiving the notice from the Disclosing Party, the non-breaching party may terminate this Agreement. If this Agreement is terminated due to breach by either party hereto, both parties shall immediately return the confidential information in their possession to the Disclosing Party; the Receiving Party shall, of its own accord, disclose all non-compliant disclosures and/or misuses of the confidential information to the Disclosing Party in completeness; the obligations set out under Article 2 and Article 3 hereof shall survive the termination of this Agreement. If the Registrar is disqualified and the Registry-Registrar Agreement signed between both parties has been terminated, the parties hereto shall immediately return the confidential information to the Disclosing Party, and the Receiving Party shall comply with obligations set out in Article 2 and Article 3 hereof.  
The provisions hereof are set out for safeguarding the interests of the parties hereto and their respective successors and transferees. The obligations of both parties hereunder shall not be assigned or deleted.  
Both parties hereto agree that either party has the right to seek all legal and fair relief measures with respect to any breach of the Non-disclosure Agreement.  
The provisions hereof can be also modified by CNNIC and Registrar in writing.  
Unless otherwise specified in the written agreement between both parties, either party makes no any express or implied representations or warranties with respect to any confidential information disclosed, whether as to accuracy, completeness, condition, applicability, manifestation, applicability or otherwise marketability of any special purpose; neither party shall be liable to the other party for any loss caused by receiving or use of any confidential information.  
If any part of this Agreement is deemed invalid or unenforceable, this part shall be removed from this Agreement, and both parties agree: (a) to modify this Agreement in good faith to the extent that the new provision has the same purpose and effect with the removed part legally as practically as possible; and (b) remaining parts hereof shall continue in full force.  
This Non-disclosure Agreement constitutes all understandings and agreements between the parties with respect to the subject matter.  
The Disclosing Party may waive its obligations hereunder in writing. The waiver of such obligations has one-shot effect, and shall not be applicable to subsequent circumstances, no matter whether such circumstances are similar to preceding situations.  
No provision hereof sets out that either party has to purchase from or license or sell to the other party any service or goods.  
Neither party hereto intends to create any agency or partnership relationship in accordance with this Non-disclosure Agreement.

## Appendix D

Relevant Fees

1. **DOMAIN NAME REGISTRATION FEE**

Registrar hereby agrees to pay the domain name operation fee based on the standard of RMB 160 per domain name per year, and agrees to register the domain name for domain name holders within the time period stipulated by ICANN and CNNIC policies. The price for end users is RMB 320. CNNIC has the right to adjust the domain name price during the sunrise or other special periods.

1. **DOMAIN NAME RENEWAL FEE**

With respect to renewed domain names, Registrar hereby agrees to pay the domain name operation fee based on the standard of RMB 160 per domain name per year. If a complaint against the URS system lasts for more than 1 year, Registrar shall handle the domain name renewal fee in dispute and relevant procedures.

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

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

1. **DOMAIN NAME REDEMPTION FEE**

Registrar shall pay money to CNNIC for each domain name recovered during the redemption period; CNNIC has the right to reduce the amount where appropriate. As of the effective date, the fee for recovering one domain name is RMB 1,000.

1. **DEPOSIT**

Registrar shall pay a deposit to CNNIC within 10 workdays of execution of this Agreement.  
(1) If the total number of registered domain names of Registrar is less than 20,000, the Registrar shall pay a deposit of RMB 10,000 to CNNIC.  
(2) If the total number of registered domain names of Registrar is more than 20,000 while less than 50,000, the Registrar shall pay a deposit of RMB 20,000 to CNNIC.  
(3) If the total number of registered domain names of Registrar is more than 50,000 while less than 100,000, the Registrar shall pay a deposit of RMB 50,000 to CNNIC.  
(4) If the total number of registered domain names of Registrar is more than 100,000, the Registrar shall pay a deposit of RMB 100,000 to CNNIC.  
(5) If the total number of registered domain names of Registrar is more than 100,000, the Registrar shall pay an additional deposit of RMB 200,000 to CNNIC for each 1 million domain names added.

1. **DEPOSIT REFUND**

If Registrar proposes to prematurely terminate this Agreement, the deposit paid to CNNIC will not be refunded.  
If CNNIC terminates this Agreement pursuant to provisions hereof, the deposit already paid by Registrar to CNNIC will not be refunded.  
Within ten (10) days of termination of this Agreement, Registrar shall issue a notice on its website, explaining the change of Registrar, and inform users via phone or email. If Registrar fails to complete the work within the prescribed time limit, the deposit paid to CNNIC will not be refunded and CNNIC has the right to make a claim against the Registrar.  
Upon expiration of the accreditation, Registrar shall keep secret the users’ information, and not disclose such information to any third party or use such information for illegal gains. Otherwise, the deposit paid to CNNIC will not be refunded and CNNIC has the right to make a claim against the Registrar.  
If there is no violation of this Agreement or provisions in Appendixes hereto by Registrar during the term hereof, the deposit shall be refunded by CNNIC in a one-off manner within 1 year after termination hereof.  
Within 30 days of expiration of the Registrar accreditation, CNNIC shall remit the balance in the advance account to an account of Registrar.  
This provision shall survive the termination, expiration, or invalidity of this Agreement.

## Appendix E

Reserved Domain Name, Sunrise Period, Landrush Period and Open Registration

1. **RESERVED DOMAIN NAME**

Reserved domain name: CNNIC may reserve and refuse the registration of following top-level domain strings: (i) in the list of reserved top-level domain strings described in the Registry Agreement; or (ii) other domain names reserved by Registry before opening the top-level domain to the public for registration.

1. **SUNRISE PERIOD AND STATEMENT PERIOD**
   1. Sunrise period

It refers to the period during which a trademark is registered as a domain name by Registrar and trademark owner for protecting its intellectual property right. Refer to Appendix D hereto for fees of the “.公司” domain name (relevant fees) during the sunrise period.  
CNNIC will provide a sunrise period. The sunrise period is no less than thirty (30) days. The trademark holders in the trademark database may apply for registration of domain names which are proved to be identical with the TMCH recorded trademarks. All domain names registered during the sunrise period must be in compliance with the Registrar Domain Name Registration Agreement and relevant policies, and with RAA (Registrar Accreditation Agreement) promulgated after May 13, 2013, or the subsequent ICANN Registrar Assignment Agreement which has the binding effect upon Registrar.  
Registrar agrees to ensure all registrants during the sunrise period to meet the qualification requirements (“SER”) verified by TMCH, and to register the domain names obtained in the sunrise period with the Registry.  
Registrar agrees that the Registry and (or) its authorized auction service providers or agencies have the right to share information with other applicants relating to the registration application in the sunrise period after submitting the registration application. If an applicant proceeds to register, the applicant shall be deemed to have been informed of the intellectual property claims submitted by other applicants during the sunrise period, and the applicant shall not claim that he has not been informed of this in future disputes. Registrar acknowledges and agrees not to use the agency service during the sunrise period.

* 1. Statement service (statement period)

The statement service ensures that the applicant who wants to register a domain name (the domain name is identical with the logo in the TMCH) may receive a trademark notice, which includes the records of the trademark, and ensures that the registrant may obtain the current trademark records relating to the desired logo before registration.  
In addition, the trademark holder or its agent will be informed of the domain names which have been registered and are in match with the registered and verified logo name tags in the trademark database. Registry shall provide the statement service 90 days prior to the open registration following the sunrise period. This period shall coincide with the priority registration period and the Landrush period.

1. **PRIORITY REGISTRATION PERIOD**

This period is a very limited interval, during which, the trademark holders have the opportunity to register a domain name for relevant names. The period is normally twenty (20) days, and may be postponed correspondingly in case of holidays or weekends, under the principle of “first come, first served”. During this period, the application materials will be accepted and assessed for compliance with the registration requirements.

1. **LANDRUSH PERIOD**

After having paid relevant fees required in Appendix D (Relevant Fees) hereto, the companies or individuals may obtain the highly valuable “.公司” domain name. During this period, the application materials will be accepted and assessed for compliance with the registration requirements. The highest price offer will obtain the domain name.  
If there are multiple applications of the same domain name during the Landrush period, all applicants will be invited for bidding for the domain name in accordance with the Auction Rules. Registrar hereby agrees to be bound by the Auction Rules.

1. **GENERAL AVAILABILITY**

Following the Landrush period, general availability period begins. Registrants must meet the general domain name registration requirements of Registrar. The domain names will be distributed pursuant to their first registration time, under the principle of “first come, first served”.

1. **OTHER MARKETING MEASURES**

Registrar acknowledges and agrees that CNNIC, its subcontractors, affiliates, agents and (or) service providers may adopt marketing and communication measures, including without limitation to the following: retail activities, direct sales, participating in Company domain name auction at a specific time and (or) theme, participating in trade shows and meetings.

1. **GENERAL PROVISIONS**

Registrar hereby acknowledges and agrees: CNNIC, its subcontractor, affiliates, agents and (or) service providers are not liable for any direct or indirect losses incurred during the sunrise period, Landrush period, platinum domain name registration or auction period, including without limitation: (a) The ability or inability of Registrar to reserve the domain name in the top-level domain pursuant to procedures herein; and (b) disputes between the parties arising from procedures herein.

## Appendix F

“.公司”Domain Name Registration Service Specifications

**Article 1**. To maintain the normal orders in providing “.公司” domain name registration service, and safeguard the legitimate rights and interests of domain name holders, these Specifications are formulated in accordance with the China Internet Domain Name Management Measures (hereinafter Management Measures) and the Implementation Rules of CNNIC on “.公司” and “. Network” Domain Name Registration (hereinafter Implementation Rules).

**Article 2**. Registrar accredited by China Internet Network Information Center (hereinafter CNNIC) and service agencies in cooperation with CNNIC (hereinafter Registrar) shall comply with these Specifications when providing “.公司” domain name (hereinafter domain name) registration and relevant services.

**Article 3**. Registrar can only claim that it is accredited or in cooperation with CNNIC when providing domain name registration and related services, shall not use the name, logo of CNNIC or logos of other services; Registrar shall not use the name, logo of CNNIC or logos of other services in other activities not accredited by CNNIC or beyond the range of cooperation with CNNIC.

**Article 4.** Registrar shall not, in promoting or providing domain name registration and related services, use the following deceptive, misleading or threatening measures:

(1) Deceive users with the excuse of requirements of the governmental agencies, CNNIC or other organs;

(2) Mislead users by using the name of another Registrar;

(3) Threaten users by saying other companies or individuals are going to register this domain name;

(4) Deceive or threaten users after having registered a domain name in the name of other companies or individuals;

(5) Violate the regulations that a domain name in Simplified Chinese has the same effect and in synchronization with that in Traditional Chinese, by selling or promoting any part of the domain name in any form during registration and resolution periods.

(6) Mislead users with false information such as the change of CNNIC policies or expiration of the protection period;

(7) Mislead users by exaggerating the domain name investment value in providing registration services;

(8) Defame or degrade the reputation of other Registrars;

(9) Violate the legitimate rights and interests of users in other defective, misleading or threatening ways.

**Article 5**. Registrar shall review the completeness, authenticity and consistency of the registration materials.

**Article 6**. Registrar shall enter into the Domain Name Registration Agreement (including agreement in electronic form) with the applicants, and send the agreement in paper or in electronic form to them. After a domain name has been successfully registered, Registrar shall provide domain name holders with a domain name certificate in the prescribed form (including that in electronic form).

**Article 7.** Registrar shall not provide CNNIC with false evidential materials, including without limitation, identity materials, domain name application materials, registration authorization materials, records of lower-level agencies, and domain name registration agreement.

**Article 8.** Registrar shall strictly examine domain names and the registration information, and provide CNNIC with true, accurate and complete domain name registration information. Upon discovering any domain name in violation of the Management Measures or other relevant laws or regulations, CNNIC will notify Registrar to delete the domain name, and Registrar shall do so within three (3) workdays upon receiving the written notice from CNNIC (including notice in electronic form).

**Article 9.** Users have the right to choose the registration term and the renew term at their own discretion; Registrar shall submit the registration or renewal fee pursuant to actual years for which the users have paid.

**Article 10**. Registrar shall provide the phone number or email address for dealing with complaints of users, and specify the service time and quality; the service time shall be no less than 5\*8 hours per week. The ways to make a complaint to CNNIC and Registrar shall be posted at an eye-catching place at the business premises of Registrar and its lower-level agencies, on the domain name registration website and in tables.

**Article 11**. When registering a domain name, Registrar shall provide the information of domain name handler according to the actual Registrar or agency providing the registration service.

**Article 12**. In case of any change of the registration information of a domain name, the applicants shall be required to submit an application in accordance with the Management Measures and the Implementation Rules. Registrar shall verify the application materials, and reject the application if it fails to meet the registration requirements; in case of change of the Registrar, the applicant shall submit the Registrar Change Application Form and its identity certificate. If the application meets relevant requirements, Registrar shall keep the original application materials submitted by users.

**Article 13**. Without receiving the valid deletion application from the domain name holders, Registrar shall not handle the deletion procedures, unless otherwise agreed by Registrar and domain name holders.

**Article 14**. If a valid Registrar change application submitted by the domain name holder is received by the Registrar and deemed to meet the requirements, Registrar shall provide the correct transfer code to users within three (3) workdays, without charging users for this service. Registrar shall not hinder users from changing Registrar with any excuse, except that provided under Article 29 of the Implementation Rules.

**Article 15**. During the term of this Agreement, if Registrar is designated by CNNIC to take over the domain names of another Registrar, the designated Registrar shall not charge the domain name holders for this service. Registrar taking over the domain names shall, within 10 workdays of receipt of the assigned domain names by CNNIC, issue notice to domain name holders, informing them of such change, and verify the registration information of domain name holders and whether there is any delay in payment of the domain name management fee, and give feedbacks to CNNIC. If Registrar fails to give feedbacks within the prescribed time limit, it shall be liable for the delayed payment for any domain names taken over by it and relevant legal liabilities upon discovery.

**Article 16**. Registrar shall cooperate with the Registry, Court or domain name dispute resolution body in verifying a domain name, and delete, change or suspend the changing of the domain name in accordance with relevant decisions, judgments or rulings, as well as inform the domain name holders of the same in writing.

**Article 17**. Registrar shall not take part in the dispute resolution process in any way, except for providing registration information as required by the domain name dispute resolution body.

**Article 18**. Registrar shall implement the ruling of the dispute resolution body within ten (10) days after such ruling is made. If within ten (10) days after the ruling is made, the respondent provides valid evidence to prove that the dispute has been accepted by a competent judicial organ having jurisdiction or an arbitration agency, the ruling of the dispute resolution body may be suspended.

**Article 19**. Registrar shall provide domain name registrants with resolution service in accordance with law, and assist competent departments of the state in checking the websites, and may suspend or terminate relevant domain name resolution service where necessary and inform the domain name holders of the same.

**Article 20**. Registrar shall not suspend the domain name resolution service with any excuse, except to the extent awarded, ruled or decided by the Registry, administrative department, judicial organ or arbitration agency.

**Article 21**. Registrar shall administer the lower-level agencies in accordance with the Management Measures, the Implementation Rules and the Service Specifications, and verify their filing materials. Those passing the verification shall be submitted to CNNIC for re-verification and record. Registrar shall not engage any unrecorded agencies to provide domain name registration service. Any violation of these Service Specifications by any agency shall be deemed as a violation hereof by Registrar.

**Article 22**. In case of any change of the information of the lower-level agency, Registrar shall complete the collection and verification of written application materials of the agency within ten (10) workdays. The verified materials shall be submitted to CNNIC for re-verification, and only with the approval of CNNIC, may such information be changed.

**Article 23**. If the cooperation relationship between Registrar and its lower-level agency changes, the authority of such agency in submitting domain name registration shall be revoked immediately, and written evidential materials shall be submitted to CNNIC within five (5) workdays thereafter. Registrar shall, within five (5) workdays of receipt of the confirmation from CNNIC, transfer the domain names under the name of the agency to another Registrar or agency, and inform users of such change, except to the extent that the agency has entered into an accreditation or cooperation agreement with CNNIC.

**Article 24**. Registrar shall not develop any organization or individual which violate these Specifications into its lower-level agency.

**Article 25**. Registrar shall actively safeguard the normal domain name transfer orders, and shall not maliciously transfer the domain names of any other Registrar to itself, by means of deception, misleading, threatening or under the name of another Registrar or against the will of users, and shall not charge users for such transfer.

**Article 26**. Registrar shall not require users of another Registrar accredited by or in cooperation with CNNIC to pay the renewal fee to it by deceptive, misleading or threatening or other improper means.

**Article 27**. Registrar shall provide standard domain name registration service and separate the service from other services, and shall clearly inform users of the contents, time limit and fees of the registration service in the registration form notice, table and user agreement.

**Article 28**. Registrar shall effectively monitor the usage of the domain names within its control, and timely make a report to CNNIC pursuant to its requirements. The usage of domain names includes but is not limited to: the purpose of the domain names, the access site of corresponding websites, and records.

**Article 29**. Registrar shall check with domain name holders the registration information of domain names on a regular basis via email, phone or website. If any information is changed or inaccurate, Registrar shall timely update it in accordance with relevant laws and regulations.

**Article 30**. Registrar shall keep confidential all registration information and data of users during and after the effective accreditation or cooperation period, and shall not disclose to other party, nor use such information for illegal gains. Without the consent of users, such information shall not be used for any other purposes, unless otherwise stipulated by laws and regulations of the state.

**Article 31**. If Registrar plans to launch domain name registration promotion activities, it shall file such activities with CNNIC two weeks in advance, including the contents, forms, places and duration of such activities. Only with the approval of CNNIC, may such activities be carried out. The promotion activities include but are not limited to:

(1) Promotion by presenting gifts;

(2) Promotion by presenting other products or services;

(3) Promotion in other ways approved by CNNIC.

**Article 32**. Registrar shall ensure the domain names registered by users in Simplified Chinese to have the same effect and in synchronization with that in traditional Chinese during the domain name resolution and usage.

**Article 33**. In the event that Registrar is in violation of any provisions under Article 3 through Article 32 hereof, CNNIC will warn Registrar or suspend its domain name registration interface, depending on gravity of the circumstance. Meanwhile, CNNIC will circulate an internal notice of criticism on non-compliant Registrars.

**Article 34**. In the event that Registrar is in violation of provisions under Article 9, in addition to punishment prescribed under Article 33, the Registrar shall also make up the registration years pursuant to the actual year for which the user has paid.

**Article 35**. In the event that Registrar is in violation of provisions under Article 25 and Article 26, in addition to punishment prescribed under Article 33, the involved domain names and registration fees shall be transferred back to the original Registrar.

**Article 36**. These Service Specifications are subject to modification of CNNIC in accordance with relevant domain name management rules and policies, and the modified version shall become effective on the day it is issued.

**Article 37**. These Specifications shall be interpreted by CNNIC.