# “.信息” (xn--vuq861b) Registry-Registrar Agreement

This Registry-Registrar Agreement (hereinafter the “Agreement”) is entered into by and between Beijing TeleInfo Network Technology Co., Ltd. (hereinafter “the Registry”) and \_\_

\_ (hereinafter “Registrar”) on **\_\_\_\_\_\_\_\_\_\_\_** (“Effective Date”).

Whereas, the Registry 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 “.信息”(xn--vuq861b) top-level domain;

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

Whereas, Registrar wishes to act as a domain name registration service provider with the “.信息” (xn--vuq861b) 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, the Registry and Registrar, intending to legally bound, hereby agree as follows:

## DEFINITIONS

* 1. “Accreditation Fee” refers to a fee that Registrar pays to the Registry for being authorized to provide “.信息” domain name registration services on behalf of the Registry. The Accreditation Fee is payable on a yearly basis.
	2. The “APIs” refers to the application program interfaces used by Registrar when interacting with the Registry System pursuant to EPP.
	3. “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.
	4. “Day” or “Date” refers to calendar day, unless otherwise stipulated herein.
	5. “DNS” refers to the Internet domain name system as described in the RFC 1034, RFC 1035 and other pertaining RFCs.
	6. The “Effective Date” refers to the date on which this Agreement is executed by both parties for the first time.
	7. “EPP” refers to the Extensible Provisioning Protocol as defined in the RFC 5730.
	8. “ICANN” refers to the Internet Corporation for Assigned Names and Numbers.
	9. “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.
	10. “IP” refers to Internet Protocol.
	11. “Licensed Product” refers to the intellectual property required to access the Supported Protocol and to the APIs, and software as well as the Registry’s name and logo.
	12. “Personal Data” refers to any data about any identified or identifiable natural person.
	13. “Registered Domain Name” refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., domain .信息 or domain.example.信息) levels, about which the Registry 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).
	14. “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”.
	15. “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.
	16. “Registry Agreement” refers to the agreement (as amended from time to time) entered into by and between the Registry and ICANN on October 16, 2014 concerning the operation of “.信息” top-level domain, which can be found at <https://www.icann.org/resources/agreement/xn--vuq861b-2014-10-16-en>.
	17. “Registration Database” refers to a database comprised of data about one or more DNS domain names within the “.信息” 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.
	18. “Registry Top-level Domain” refers to the “.信息” top level domain.
	19. “Registry Service” refers to services provided as part of “.信息” 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.
	20. “Registration System” refers to the system operated by the Registry for domain name registration.
	21. “Registry Policies” refer to policies, regulations, guidelines and standards issued by the Registry from time to time pursuant to authority granted by ICANN of the Registry Agreement (Authorization), including without limitation, policies formulated by Chinese government and by the Registry from time to time. “Support Agreement” refers to execution of EPP or subsequent agreements by Registry with the aid of the Registry system.
	22. “Term of this Agreement” refers to the valid term of this Agreement.
	23. “Top-level Domain” refers to the top-level domain in the domain system.
	24. “Uniform Rapid Suspension System” (URS) means the ICANN process, as currently described at http://newgtlds.icann.org/en/applicants/urs, by which a registered domain name may be suspended as a result of a complaint filed by a mark owner.
	25. “Payment Security” refers to the minimum amount of balance in the registrar’s account when the DUM of Registrar reaches a certain level.
	26. “.信息 Registry” refers to the top-level domain registry as defined in the agreement between the Registry and ICANN.
	27. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

##  OBLIGATIONS of the Registry

* 1. **Access to registration system.** Through out the Term of this Agreement, the Registry shall provide Registrar with access as a registrar to the Registry System that the Registry operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between the Registry and ICANN.
	2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, the Registry 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 Article 5.1.
	3. **Change to System.** The Registry 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.** The Registry 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 (on a 7/24 basis); (ii) Emergency call service for technical issues without time limit; and (iii) training of Registry Policy and business if necessary.
	5. **Equitable Treatment.** Registry shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out registrar for disparate treatment unless justified by substantial and reasonable cause.
	6. During the term of this Agreement, with respect to non-technical issues relating to the registration system or system operation, the Registry 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, the Registry shall also provide Registrar with detailed contact information with respect to relevant supports.
	7. **Handling of Personal Data.** The Registry shall notify Registrar of the purpose for which Personal Data submitted to the Registry 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. The Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.
	8. **Service Level Agreement.** The Registry shall specify the measurement indexes and remedial measures in the Service Level Agreement (refer to Appendix B), to measure the service level of “.信息” top-level domain registration operated by the Registry. The Registry shall also provide the accredited and authorized Registrar with indemnification in the service level agreement to solve non-compliances problems of the Registry.
	9. **ICANN requirements.** The obligations of the Registry 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 the Registry, the Registry 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.
	10. **Compliance action.** The Registry 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 the Registry 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.
	11. **IDNs and Variants.** The Registry may provide registration service for IDNs at the second level or below. At the request of the registrant (through its sponsored 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.
	12. **Dispute resolution mechanism.** The Registry 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.
	13. **Abuse Contact.** the Registry shall publish on its official website the information of the contact person, who is responsible for dealing with reported malicious actions in relation to “.信息” domain name, including accurate and effective email address and postal address.
	14. **Right protection mechanism.** The Registry 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 with RRA 2013.
	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. In the Registration Agreement, Registrar shall direct and oblige Registrants with disputes relating to the use of domain names to ICANN’s Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at http://newgtlds.icann.org/en/applicants/urs and http://www.icann.org/en/help/dndr/udrp, respectively. Specifically, Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed; ~~or deny~~ and 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 as described in the URS Technical Requirements 1.0, which can be found at <https://newgtlds.icann.org/en/applicants/urs/tech-requirements-17oct13-en.pdf> or any new versions of the document.
	4. Registrar Responsibility for Customer Support, Marketing, and Abuse Mitigation. Registrar shall provide (a) support to accept orders for registration, modification, renewal, deletion, redemption or transfer of Registered Names, (b) customer service, billing and technical support to Registrants, and (c) a primary contact, available by email or phone at all times during the Term of this Agreement, for handling inquiries related to malicious conduct and who can handle remediation and takedown processes for abusive activity, including without limitation domain name hijacking. Registrar may provide registry with reasonable cooperation in marketing campaigns and/or community outreach programs that registry may commence from time to time, upon mutually agreed upon terms and conditions. Registrars to include in their Registration Agreements a provision prohibiting. Registrar should include in its registration agreement 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, but not limited to suspension and/or cancellation of domain name.
	5. 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; (vi) the domain name use violates Registry Policies generally (e.g., Acceptable Use and Anti-Abuse Policy published on Registry’s website) or a third party’s rights or acceptable use policies, including but not limited to the infringement of any copyright or trademark; and (vii) avoid civil or criminal liabilities of the Registry or its affiliates, subsidiaries, officers, 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.
	6. **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 the Registry and its subsidiaries, affiliates, subordinates, stockholders, directors, officers, 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.
	7. **Data escrow and submission requirements.** As part of its 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 the Registry a non-exclusive, non-transferable, and limited right to use such data, so that the Registry 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 3.8 herein shall not be interpreted as restricting the Registry from directly receiving data from domain name holders in accordance with Appendix A.
	8. 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 the Registry; (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 the Registry, 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.
	9. **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 the Registry system relating to the registration system. If the functions of the registration system have been greatly degraded or any other emergent event occurs, the Registry 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 the Registry. Before temporarily withdrawing or restricting the registration system access right of Registrar, the Registry shall inform the contact person of Registrar via email or phone in advance.
	10. **Preservation 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).
	11. **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 Registry record shall prevail.
	12. **Transfer of Registration Sponsorship.** When a Registrar transfers the registered domain names to another Registrar, it shall comply with the “Inter Registrar Transfer Policy” (“Transfer Policy”).
	13. **Compliance with this Agreement and relevant policies.** Registrar shall comply with, and also demand domain name holders to comply with following requirements: (i) the Registry 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) the Registry shall comply with all ICANN standards, policies, procedures, rules and the Registry Agreement between the Registry and ICANN when formulating operating standards, policies, procedures and rules concerning top-level domain registration (refer to Appendix A). The Registry 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 is any discrepancy between provisions herein and those in the domain name registration agreement of Registrar, the provisions herein shall prevail.

Registrar shall observe applicable laws, the regulations promulgated by the government or Registry policies published by the Registry, which may be revised or updated from time to time. The rules and regulations include without limitation to the following:

A. Measures on the Domain Name management of China

B. The implementation rules of .信息 Domain names

C. Rules on the domain name registration of .信息 (Appendix A)

D. Guidelines on Domain name registration services of Accredited Registrars (Appendix D)

E. Policies or public announcements published by the Government

F. Other polices or announcement concerning the security and stability of the Internet and the DNS.

* 1. **Other requirements for domain name registration agreement.** In addition to those prescribed under Article 3.13, Registrar shall, in the domain name registration agreement concluded with domain name holders, require such holders to: (i) agree the Registry 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 Article2.7; (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 domain registration.
	2. **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.
	3. **Cooperation.** Registrar shall cooperate with the Registry 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 the Registry and/or related domain name management agency, or a judicial body or government agency as practical as possible.
	4. **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. The Registry 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>). The Registry 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. The Registry 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.
	5. 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 the Registry 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.
	6. 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 administrative, technical, billing and sponsoring contact person; (vi) 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 genuine, accurate and complete, and keep the application materials for future reference.
	7. During the term of accreditation, Registrar shall keep confidential the registration information and registration materials. Upon expiration of an accreditation, 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.
	8. **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.
	9. **Compliance with marketing and brand policies.** Registrar shall comply with the marketing and brand policies formulated and conveyed to Registrar by the Registry from time to time concerning the top-level domain registration.
	10. **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.

Registrar is required to conduct a qualification review of its resellers before engaging with domain name registration cooperation, and registrar should send the reseller’s applications to the Registry to keep record.

* 1. **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 domain names, including effective email address and postal address.
	2. **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.
	3. Registrar shall comply with provisions of “.信息” Domain Name Registration Service Specification (Appendix D).

## LICENSE

* 1. **License grant.** In accordance with relevant terms and conditions hereunder, the Registry 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 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 authorization of the registrant, 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; (xii) create and finish a secure session and (xiii) update the Whois information of domain names.
	2. **Limitations on use.** Notwithstanding any other provisions herein, without the written consent of the Registry, 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 the Registry 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.** The Registry may change or modify the licensed products hereunder from time to time. Registrar shall remove or implement the support agreement within 12 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, the Registry shall give at least thirty (30) days prior written notice to Registrar.

## FEES

* 1. **Registration fee.** Registrar hereby agrees to pay fees described in Appendix C to the Registry, for registration, renewal and other registration services provided by the Registry. If the Registry 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 the Registry and ICANN.
	2. **Payment to the Registry.** Registrar shall make payment to the Registry through depositing money to a bank account designated by the Registry. The Registry shall provide Registrar with payment invoices.
	3. **Non-payment of fees.** If Registrar has no enough money to pay the Registry, the Registry may adopt all or one of the following measures: (a) reject the application for new registration or renewal or transfer of domains; (b) issue written notice to terminate this Agreement pursuant to Article 9.2.6 herein; (c) adopt other supplementary measures in accordance with this Agreement.
	4. **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 the Registry), and such fees shall not be classified as the amount that may be deducted or offset. All fees payable to the Registry shall not be deducted or withheld as taxes, duties or fines payable in accordance with law.
	5. **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 the Registry. (b) Transfer approved by ICANN pursuant to Part B of the IRTP: Registrar hereby agrees to pay $0 to the Registry (for transfer of no more than 50,000 domain names) or $50,000 (for transfer of more than 50,000 domain names).
	6. **Accreditation fees.** Registrar shall pay the Registry an accreditation fee of TWENTY THOUSANDS RMB(¥20,000) on a yearly basis.
	7. **Payment Security.** Registrar shall pay an additional Payment Security when its sponsored domain names fall into a certain level. The respective Payment Security amount and the corresponding level of the domain names are as below:

(1) ¥10,000 for domain names between 5,000 to 10,000.

(2) ¥20,000 for domain names between 10,000 to 20,000.

(3) ¥50,000 for domain names between 20,000 to 50,000.

(4) ¥100,000 for domain names over 50,000

(5) ¥20,000 for every addition of 10,000 domain names beyond level 4.

## 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. 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 the Registry.
	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 the Registry, 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.
	4. Either party is liable for its action of disclosing of confidential information which results in harms of the other party’s rightful interests pursuant to applicable laws.
	5. The Non-Disclosure Agreement shall remain in force even in the case of the invalidation, termination or expiration of this Agreement.

## INDEMNIFICATION AND LIMITATION OF LIABILITIES

* 1. **Indemnification.** Within thirty (30) days after the Registry has made a request pursuant to this Article, Registrar shall, at its own expense, indemnify, protect and hold harmless the Registry and its employees, directors, officers, representatives, agents or affiliates from and against all claims, suits, actions or other legal proceedings against the Registry 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) the Registry shall immediately give the claim notice (if any) to Registrar; (b) after Registrar has received the written notice, the Registry shall provide Registrar with all necessary information and reasonable support to defend against such claims, under the precondition that Registrar will indemnify the Registry 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 has obtained 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.
	4. **Disclaimer.** THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY THE REGISTRY HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY 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. THE REGISTRY 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, THE REGISTRY 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 the rules of CIETAC. The arbitration shall be held in Beijing, China, and language used during arbitration shall be Chinese. The arbitration result is final and is binding for both parties.

## TERM AND TERMINATION OF THIS AGREEMENT

* 1. **Term of this Agreement;** The term of this Agreement shall start from the effective date hereof. Unless otherwise terminated pursuant to provisions herein, the term of this Agreement shall be three (3) years starting from the date on which this Agreement becomes effective. The term of this Agreement shall be automatically extended for successive three (3) years unless otherwise Registrar gives at least 30 days prior written notice to the Registry to terminate this Agreement within the initial term hereof or prior to the expiration date of any renewed term hereof.
	2. **Termination.** This Agreement may be terminated in the 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 the Registry.
	9.2.3. Termination upon loss of Registrar’s accreditation. If the accreditation 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. the Registry may terminate this Agreement if:
	a) Registrar provides false Registrar Accreditation materials, including without limitation, false 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 the Registry 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 the Registry within three (3) days after receiving notice from the Registry;
	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, the Registry may terminate this Agreement upon giving thirty (30) days prior written notice to Registrar.
	4. **Effectiveness of termination.** After this Agreement has expired or terminated for any cause:
	9.4.1. The Registry 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 the Registry.
	9.4.2. Registrar shall immediately transfer its registered domain names to another Registrar accredited by ICANN pursuant to established or approved procedures of ICANN.
	9.4.3. The Receiving Party shall immediately return all confidential information in its possession to the Disclosing Party.
	9.4.4. It shall timely pay all fees receivable by the Registry when they become due.
	9.4.5. 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, the Registry 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 2.7, Article 2.12, Article 3.7, Article 3.8, Article 3.19, Article 4.2, Article 6.1, Article 6.2, Article7.1, Article 7.3, 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 3.7. 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 the Registry 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 the Registry 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 the Registry hereunder.
	10.1.2. Assignment relating to agreement signed by ICANN. If the Registry Agreement has been legally transferred, all rights of the Registry hereunder shall be transferred to the transferee automatically, provided that the transferee agrees to accept all obligations of the Registry 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 the Registry, 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 the Registry as an Appendix hereto (or other agreements between Registrar and the Registry).
	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 necessary 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Cc:

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

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

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

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

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

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

If to **the Registry**, addressed to:

Beijing TeleInfo Network Technology Co., Ltd.

Building 21, Gaolizhang Road, Haidian District, Beijing, China.

Postal code: 100095

Tel.: 86 (10)

Fax: 86 (10)

Email address: service@teleinfo.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, and Appendix D) 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. **Counterparts and Language.**

10.10.1 This Agreement may be executed in counterparts. Each party shall execute 2 originals and keep one original.

10.10.2 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.

**TELE-INFO NETWORK TECHNOLOGY CO. LTD.**

By:

Printed Name:

Title:

Date:

**Registrar**

By:

Printed Name:

Title:

Date:

## Appendix A

**DOMAIN NAME REGISTRATION RULES OF the Registry**

1. **General rules.**
	1. Registration term: The registration term of a domain name shall be no more than 10 years.
	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, the Registry 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 Auto-renew grace period is 45 days following an auto-renew. If the domain name is cancelled by Registrar during this period, the Registry will return the renewal fee automatically deducted from Registrar to its 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, the Registry will return the cost already paid by Registrar to its account.
	3. Domain name redemption: The 30-day redemption grace period begins once a domain name has been deleted. During this period, the original domain name holder may discuss and determine the domain name redemption fee with Registrar. The Registry will deduct RMB 1,000 from the account of Registrar. After a domain name has been recovered, its validity period will be extended for one year. If the registrant fails to recover the domain name, the domain name will enter into a 5-day pending delete period.
2. **DOMAIN NAME Registration AND VERIFICATION**
	1. Registrar shall deal with the domain name registration applications based on the principle of “first come first served”.
	2. Registrar shall require domain name applicants to submit relevant information, and sign a Domain Name Registration Agreement (including the electronic version). The Registration Agreement between Registrar and the RDNH shall include, but is not limited to contents of this Agreement, and shall not be in conflict with any terms contained herein.
	3. Registrar shall submit information of the RDNH and the domain name, including:
	a) Domain Name, host name, IP addresses of the primary name server and secondary name server(s);
	b) Relevant information and data about the applicants: (i) In the case of individuals: name, address, telephone number, email address, identity certificate type and identity certificate number of the applicant; (ii) In the case of entities or organizations: name, address, telephone number, email address, organization type and organization code of the organization or enterprise; (iii) Contact information for administrative, technical and financial contact (including without limitation, contact address, telephone number and email address); (iv) 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 the Registry 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 verify the changes within 15 days of the changes.
	2. **Domain name deletion.** The Registry 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 the Registry or Registrar relating to registration of this domain name. If a domain name holder applies for deletion of a registered domain name, the holder 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)

the Registry is a legally approved TLD Registry for the operation of “.信息” domain names. The Registry is committed to providing users with first-class services. The “.信息” domain name operation standards and relevant indemnification rules of the Registry 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 the Registry in the form required by the Registry (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, the Registry shall be liable for opening the trouble ticket package and informing all Registrars of details of the trouble.
	3. Registrar shall check with the Registry the causes of the unavailability of the service system. If it is mutually agreed that the down of the service is caused by the Registry, the problem shall be classified as unplanned outage.
	4. The Registry shall at least set two service monitors at the system border gateway (or at different operators or cross different geographic areas), to monitor the availability and performance of the service. The Registry will not intervene with the measurement detectors, including conducting priority processing in any form in response to any request of the service being monitored. The Registry 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. The Registry will provide available services and performance set out in the matrix of the SLA in each calendar month.
	6. The Registry 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 the Registry 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**

The Registry 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 98%, the Registry 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, the Registry 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 the Registry 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, the Registry 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.

The Registry 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 the Registry.

1. **DEFINITIONS**

Month refers to each individual calendar month starts from the first day at 00:00 Beijing time and ends on the last day at 23:59 Beijing time of every month.
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/ un-responded 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 unresponded. 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

Fees

1. **DOMAIN NAME REGISTRATION FEE**

1.1 Registrar hereby agrees to pay the domain name fee based on the matrix below per domain name per year, and agrees to register the domain name for domain name holders within the time period stipulated by ICANN and the Registry policies.

|  |  |  |
| --- | --- | --- |
| Phase | New registration | Renewal |
| Sunrise | RMB 900／year, and minimum registration period is 5 years. | 120/year  |
| GA | Premium nameLevel 1 | 2500/year | 2500/year |
| Premium name level 2 | 1000/year | 1000/year |
| Standard name | 120/year | 120/year |

1.2 Registrar agrees that the Registry reserve the right to adjust the domain name fees at its sole discretion, provided such price adjustment shall be given a 30 day prior notice to registrar.

1.3 Registrar agrees to make RMB20,000 accreditation fee to the Registry within 10 days of the signing of this Agreement.

1.4 When the DUM reach the threshold described in the Article 5.7 of this Agreement, registrar shall make corresponding Payment Security to the Registry, during the term of this agreement.

1. **Recommended Retail Price**

2.1 Registry recommend the domain name to be sold to end users as the following price schedule:

|  |  |  |
| --- | --- | --- |
| Phase | New registration | Renewal |
| Sunrise | RMB 1800/year, and minimum registration period is 5 years. | 258/year  |
| GA | Premium nameLevel 1 | 5998/year | 5998/year |
| Premium name level 2 | 2680/year | 2680/year |
| Standard name | 258/year | 258/year |

1. **DOMAIN NAME REDEMPTION FEE**

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

1. **Payment Security**

4.1 Registrar shall pay Payment Security to the Registry within 10 workdays of execution of this Agreement.
4.1.1 If the total number of registered domain names of Registrar is above 5,000 while less than 10,000, the payment security is RMB 10,000.
4.1.2 If the total number of registered domain names of Registrar is more than 10,000 while less than 20,000, the Registrar shall pay RMB 20,000 to the Registry.
4.1.3 If the total number of registered domain names of Registrar is more than 20,000 while less than 50,000, the Registrar shall pay RMB 50,000 to the Registry.
4.1.4 If the total number of registered domain names of Registrar is more than 50,000, the Registrar shall pay an additional RMB 20,000 to the Registry for each 10,000 domain names added.

4.2 Accreditation fee

4.2.1 Registrar shall make Accreditation Fee with total amount worth of ¥20,000 to registry on a yearly basis.

4.2.2 Registrar shall make the first year Accreditation Fee 10 days within the execution of this agreement. The next Accreditation Fee shall be made on each January. Without proper receipt of the Accreditation Fee, Registry is entitled to terminate this agreement or suspend new registration services of registrar.

4.2.3 For registrar who signs this Agreement in 2015, its first year Accreditation Fee could be used as payment security, provided this amount of payment security shall be consumed within one year. Failing to achieve that goal will result in the Accreditation fee be deducted from registrar’s payment security account to compensation for the outstanding.

4.2.4 Payment security. Registry shall make payment security worth of ¥10,000 to registry within 10 days of execution of this Agreement. Failing to do so will result in termination of this Agreement. For registrars who sign this Agreement in 2015, this amount of Payment Security is exempted.

1. **REFUND**

If Registrar proposes to terminate this Agreement, the payment security paid to the Registry will not be refunded.
If the Registry terminates this Agreement pursuant to provisions hereof, the deposit already paid by Registrar to the Registry 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 the Registry will not be refunded and the Registry 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 the Registry will not be refunded and the Registry 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 the Registry in a one-off manner within 1 year after termination hereof.
Within 30 days of expiration of the Registrar accreditation, the Registry 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 D

“.信息”Domain Name Registration Service Specifications

**Article 1**. To maintain the normal orders in providing “.信息” 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 the Registry on “.信息” TLD (hereinafter Implementation Rules).

**Article 2**. Registrar accredited by Beijing TeleInfo Network Technology Co., Ltd (hereinafter the Registry) shall comply with these Specifications when providing “.信息” domain name (hereinafter domain name) registration and relevant services.

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

**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, the Registry 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 the Registry 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.

**Article 7.** Registrar shall not provide the Registry with false evidential materials, including without limitation, identity materials, domain name application materials, registration authorization materials, records of resellers, and domain name registration agreement.

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

**Article 9.** Users have the right to choose the years of registration and the years of renew at their own discretion, provided the aggregated years of registration shall not over 10 years; Registrar shall submit the registration or renewal fee pursuant to actual years for which the users have paid.

**Article 10**. Registrar shall publish 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 means to make a complaint to the Registry and Registrar shall be posted at an prominent place at the business premises of Registrar and its resellers, on the domain name registration website or on registration forms.

**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 the Registry 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 the Registry, 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 the Registry. 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 resellers 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 the Registry 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 reseller, 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 the Registry for re-verification, and only with the approval of the Registry, may such information be changed.

**Article 23**. If the cooperation relationship between Registrar and its resellers changes, the authority of such agency in submitting domain name registration shall be revoked immediately, and written evidential materials shall be submitted to the Registry within five (5) workdays thereafter. Registrar shall, within five (5) workdays of receipt of the confirmation from the Registry, 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 the Registry.

**Article 24**. Registrar shall not develop any organization or individual which violate these Specifications into its reseller.

**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 the Registry 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 the Registry 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 the Registry two weeks in advance, including the contents, forms, places and duration of such activities. Only with the approval of the Registry, 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 the Registry.

**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, the Registry will warn Registrar or suspend its domain name registration interface, depending on gravity of the circumstance. Meanwhile, the Registry 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 the Registry 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 the Registry.