**Contract No.**

**Registrar Accreditation Agreement of .网址 Domain Name**

Party A: KNET Co., Ltd.

Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Registrar Accreditation Agreement ("this Agreement") is made by and between KNET Co., Ltd. ("KNET" or "Party A") and [Chinese and English name of the Registrar] ("Registrar" or "Party B") on ("effective date").

Whereas, according to the Registry Agreement signed by KNET and The Internet Corporation for Assigned Names and Numbers ("ICANN"),

KNET is authorized by ICANN as the TLD registry of .网址.

Whereas, Multiple registrars will make .网址 TLD available for name registration.

Whereas, Party B wants to be a registrar that provides registration services for the .网址 TLD.

KNET and Party B hereby enter into the following agreement on the premise of complying with related laws:

1. Definitions.
	1. Application Portal: refers to the application portal that is used by registrars to interact with the registration system under EPP.
	2. Confidential information: refers to all information and materials, which are marked as CONFIDENTIAL or confirmed to be confidential, provided by the disclosing party under this Agreement to the receiving party, including but not limited to computer software, data, information, databases, agreements, reference implementation and documents, function descriptions and portal specifications. If information is orally communicated, the disclosing party shall notify the receiving party that such information is confidential in writing within fifteen (15) days after disclosing that such information is confidential.
	3. Day: refers to a calendar day, unless otherwise specified.
	4. Business days: refers to normal Business days in the People's Republic of China (excluding Saturdays, Sundays, and statutory holidays).
	5. Effective date: refers to the date when the parties hereto sign this Agreement.
	6. DNS: refers to the domain name system designated by RFC 1034, RFC 1035 and related RFC.
	7. EPP: refers to the Extensible Provisioning Protocol designated by RFC 5730 and related RFC.
	8. IP: refers to the Internet Protocol.
	9. Licensed products: refers to the intellectual properties needed for accessing the supporting protocol, API and software.
	10. ICANN requirements: include the obligations stipulated in the Registry Agreement, obligations specified in the latest ICANN's Registrar Accreditation Agreement (including appendix), and all ICANN's interim specifications or policies and Consensus Policy (as defined in the Registry Agreement), including but not limited to the latest policies posted on:

 [Http://www.icann.org/general/consensus-policies.htm](http://www.icann.org/general/consensus-policies.htm%E4%B8%8A%E5%85%AC%E5%B8%83%E7%9A%84%E6%9C%80%E6%96%B0%E6%94%BF%E7%AD%96).

a) Uniform Domain Name Dispute Resolution Policy.

b) Whois Data Reminder Policy.

c) Inter-Registrar Transfer Policy.

d) Whois Marketing Restriction Policy.

e) Restored Names Accuracy Policy.

f) Expired Domain Deletion Policy.

g) Registry Services Evaluation Policy.

h) AGP Limits Policy.

* 1. Consensus Policy: refers to policies specified in Specification 1 of the Registry Agreement.
	2. Transfer policy: refers to the Inter-Registrar Transfer Policy specified in ICANN's Consensus Policy. For details, see <http://www.icann.org/en/resources/registrars/transfers/policy>.
	3. Personal Data: refers to any data about an identified or identifiable natural person.
	4. Registered Domain Name: refers to a domain name under the .网址 TLD, whether it consists of two or more (e.g., domain.网址 or domain.Example.网址) levels. In terms of the registered domain name, KNET and its designated agency shall be responsible for maintaining the data in the registration database, arranging for such maintenance, or deriving revenue therefrom. The name in the registration database may become a registered domain name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).
	5. Registered Name Holders or Registrants: refers to natural persons or organizations that hold registered names. They own or control the corresponding domain name by signing a domain name registration agreement with KNET's authorized registrar or its subordinate agency. Registered name holders are usually called registrants.
	6. Registrar: refers to an entity that contracts with a registry, and is responsible for collecting information and materials about the registered name holders and submitting registration information for entry in the registration system.
	7. Registry Agreement: refers to the Registry Agreement and supplementary contract signed by KNET and ICANN for the TLD operation of .网址 and the subsequent revisions or renewal thereof.
	8. Registration Database: refers to a database comprised of data relating to the DNS domain names within one or more .网址 TLD, mainly used to generate DNS resource records that are published by authority or in response to all or part of domain-name availability lookup requests or WHOIS queries.
	9. Registry TLD: refers to the .网址 TLD.
	10. Registry Services: refers to services provided as a part of the TLD operation business of .网址, including sub-domain registration. Registration services include: receiving data about domain name registration and domain name servers provided by registrars, providing status information about registered TLD to the registrars, distributing TLD zone files, operating the registered TLD zone server, and providing contact information and other information about domain name and domain name server registration in the registered TLD.
	11. Registration System: refers to the system operated by KNET for registering domain names by .网址 registrars.
	12. Registry Policies: refers to the policies, regulations, processes, guidelines and standards developed or updated by KNET.
	13. Registry of .网址 domain name: refers to KNET.
	14. Supporting Agreement: refers to registries implementing EPP or following agreements with the assistance of the registration system.
	15. Term of Agreement: refers to the valid period of this Agreement.
	16. TLD: refers to TLD in the DNS.
	17. Deposit: refers to the minimum deposit amount in the advance payment account after the number of .网址 domain names under Party B' name reaches a certain level.
	18. The meaning of other terms used herein shall be determined by context.
1. Party A's Rights and Obligations.
	1. Access the registration system. KNET or its designated agency is responsible for operating, maintaining and managing the TLD registration system of .网址, and providing access of the system to Party B within the term of this agreement, in order to send the name registration data to the registration system to ensure valid operation of this domain name. This Agreement does not grant Party B the right to implement the agreements signed between Party A and ICANN. KNET has the right to suspend or restrict Party B's right to access the registration system if the registration system's performance is seriously degraded or in case of other emergencies. Such temporary suspension or restriction decision shall apply equally to any registrars of a similar situation, except for the following actions required by ICANN according to its right under the Registrar Accreditation Agreement ("RAA"): (i) suspend or terminate a registrar's ability to create new registered names; (ii) transfer registered names to a registrar designated by ICANN. Before suspending or restricting Party B's right to access the registration system, KNET shall notify Party B's corresponding contact person by email or telephone in advance.
	2. Maintain the domain name submitted for registration by the registrar. According to the provision herein, ICANN requirements and the registration requirements stipulated by ICANN, within the period for which Party B has made payments, KNET shall be responsible for maintaining the registered names submitted for registration by Party B in the TLD registration system of .网址. If KNET plans to suspend services of the domain registration system, it shall notify Party B's corresponding contact person seven (7) days in advance.
	3. Change the system. KNET has the right to modify the licensed products or other software licensed hereunder at a proper time to alter or increase features of the registration system. Before making major and substantial changes to the supporting agreement, licensed products or software licensed hereunder according to reasonable judgment, KNET or its designated agency shall send a notice to Party B.
	4. Technical and customer service support. KNET shall provide the following technical and customer service support to Party B: (i) help resolving technical problems encountered by Party B in the use of the registration system (during 9:00 to 17:00 Beijing time on business days); (ii) provide emergency call service for resolving technical problems (without time restrictions); (iii) provide training on registration policies and business when it sees necessary. During the term of this Agreement, for non-technical problems only related to the registration system and its operation, KNET will provide proper customer service support by telephone, web page or email to the registrar. In the implementation process of the supporting agreement, API and software, KNET will provide the telephone numbers and emails for such customer service support to the registrar.
	5. Registration information: The domain name registration information submitted to KNET's database by Party B does not belong to Party B and shall be held by KNET for public interests. KNET reserves the right to review domain names and its registration information; if it finds that the domain names submitted by Party B do not conform to the provisions of the Administrative Measures for Internet Domain Names of China, Administrative Measures for the Registration for .网址 Domain Names, ICANN's Consensus Policy or other related laws and regulations, it will notify Party B to delete or suspend corresponding domain names.
	6. Party B's Subordinate Agency. KNET reserves the right to supervise Party B's subordinate agencies engaging in the domain names business of .网址; in case the subordinate agencies violate this agreement or other provisions, KNET has the right to request Party B to stop the cooperation with such agencies for domain name registration. KNET has the right to comprehensively evaluate and supervise Party B's domain name business service level and require Party B to make rectification.
	7. ICANN requirements. KNET's obligations hereunder can be modified at any time according to the mandatory requirements, Consensus Policy, specification requirements and/or interim policies approved by ICANN according to the process stipulated in the Registry Agreement. Notwithstanding anything to the contrary, Party B shall fulfill all ICANN requirements according to the schedule determined by ICANN; if any new registration services are approved by ICANN according to the procedure stipulated in the Registry Agreement signed between KNET and ICANN, KNET shall notify Party B at least thirty (30) days in advance. The notice shall specify information such as the price, the start date and additional terms and conditions. Such notice shall not substitute the notice stipulated in Article 2.3.
	8. Compliance actions. KNET is aware that the registrars accredited by ICANN have signed the RAA with ICANN. In addition, in emergencies or special situations stipulated in the RAA, ICANN has the right to implement measures which are proper and in compliance with relevant provisions, including suspending or terminating registered names or the application for domain name transfer. ICANN can require registry to adopt the following measures according to its rights under the RAA: (i) suspend or terminate a registrar's ability to create new registered names; or (ii) transfer registered names to a registrar designated by ICANN.
	9. Handle personal data. KNET shall notify the registrar of the purpose of collecting personal data, the intended receiving party of such personal data (or the type of the intended receiving party), and the mechanism regarding accessing and modifying such personal data. KNET shall adopt proper measures to protect personal data against loss, misuse, disclosure, modification or damage without permission. KNET shall not use or authorize the use of the personal data in a way inconsistent with what is specified in the notice it sends to the registrar.
	10. Internationalized Domain Name (IDN) and its variants: KNET can provide registration services for IDN consisting of not more than two levels. As a Chinese domain name has two variants as simplified Chinese and traditional Chinese, KNET can activate the variant of a domain name according to Appendix 1 of the Registry Agreement (through the registrar) upon the request of the registrant. The domain name and activated IDN variant shall use the same NS; if the user creates a sub-domain, NS records of the sub-domain's origin and variant shall be consistent.
	11. Dispute Resolution Mechanism. KNET shall comply with the Uniform Domain Name Dispute Resolution Policy (UDRP) and the Uniform Rapid Suspension System (URS) adopted by ICANN, including carrying out related decisions of URS.
	12. Rights Protection Mechanism. KNET shall comply with the requirements of the Trade Mark Clearing House Rights Protection Mechanism or the subsequent documents approved and issued by ICANN.
2. Party B's Rights and Obligations.
	1. Authorized registrar. During the term of this Agreement, Party B, as a TLD registrar, shall keep the authorization provided by ICANN to it in full force and effect. Party B, as a registrar in mainland China, shall also keep its qualification approved by the competent domain name authority of China legal and effective.
	2. New registration and deletion of registered name. Party B shall: (i) receive requests such as domain name registration, renewal, transfer, transfer of ownership, change or cancellation; and (ii) provide customer service (including the support for domain records), charging and technical support, as well as offer portals for receiving user registration applications. On the premise of complying with ICANN policies, Party B shall provide emergency contact information to the registered name holders in order to ensure that emergencies related to domain names will be handled in a timely manner.
	3. Domain Name Registration Agreement. Party B shall execute a valid electronic or paper domain name registration agreement with the registered name holders. Party B shall incorporate the related provisions herein into the domain name registration agreement signed by it and the registered name holder, including but not limited to the user registration agreement of .网址 domain name (template). In the domain name registration agreement signed with the registered name holder, it shall stipulate that Party B shall require the registered name holders to confirm and agree that Party B reserves the right to refuse canceling or transferring any registered names or transactions or set the status of domain names to locked, restricted or other similar status when necessary, so as to:
		1. comply with the normalized requirements of the industry recognized authoritative documents in the Internet industry (such as RFC);
		2. correct mistakes made by the registrar during the domain name registration;
		3. avoid non-payment of registration fees;
		4. ensure the truth, accuracy and completeness of domain name registration information;
		5. comply with related laws, government regulations or requirements, law enforcement requirements and dispute resolution process;
		6. eliminate or reduce the legal risks of assuming civil or criminal liabilities by KNET and its affiliates, subsidiaries, branches, directors and employees.

When registrants apply for a domain name, Party B shall inform them of the following information:

* + 1. Registrants can register a domain name in simplified or traditional Chinese.
		2. The same parsing records shall be configured for the simplified or traditional Chinese domain name.
		3. When choosing the third-party parsing services or parsing domain names by themselves, registrants shall bear corresponding risks and responsibilities.

The registrar shall include a clause in the registration agreement signed by it and the registered name holders to prevent registered name holders from distributing malicious software, abusing Botnet for operation, phishing, pirating, infringing upon trademark rights or copyrights, committing fraud or deceiving, counterfeiting, or otherwise carrying out other activities which violate laws. In case of any breach, penalties will be given according to applicable laws and related procedures, including suspending the domain name parsing.

* 1. Domain Name Dispute Resolution Policy. Party B shall establish a related domain name dispute resolution policy according to ICANN policies and China's relevant laws and regulations (if applicable), and implement such policy in its domain name registration business. Before ICANN adopts other Consensus Policy, specification requirements and/or interim policies approved by it, and when resolving domain name related disputes, Party B shall follow the Uniform Domain Name Dispute Resolution Policy ("UDRP") posted on ICANN's official website (

[www.icann.org/general/consensus-policies.htm](http://www.icann.org/general/consensus-policies.htm)

). In addition, the registrar shall comply with the procedure of the URS or its alternatives, and other applicable dispute resolution procedures stipulated by registry, as well as URS technical requirements. Except the other conditions specified in the URS, if the URS complaining party prevails and is willing to continue to pay the renewal fees for the involved domain name, the registrar must accept the complaining party's request for renewal, provided that the renewal period shall not exceed one year (within the maximum registration years of the domain name).

* 1. Indemnification obligation of the registered name holders. In the domain name registration agreement signed with the registered name holder, it should stipulate that Party B shall request the registered name holder to indemnify or protect KNET and its subsidiaries, affiliates, subordinates, shareholders, doctors, managers, employees, accountants, attorneys, insurance companies, agents, predecessors, successors and assignees from any claims, demands, losses, costs, expenses, lawsuits or other liabilities (whether known or unknown) resulting from the registration of the domain name by registered name holder or otherwise in connection therewith. The domain name registration agreement should further stipulate that such indemnification obligations shall survive after the termination or expiration of the domain name registration agreement;
	2. Requirements for Data Escrow and Submission. As part of the domain name registration and submitting for registration in the registered TLD, Party B shall submit complete data based on the technical specifications of the registration system and policies and regulations requirements it obtains. The registrar shall timely submit any modifications or updates related to the registration information of registered name provided by registered name holders to KNET or its designated agency. Party B shall be responsible for verifying the accuracy of data submitted to data escrow service provider;
	3. Data license. Party B agrees that KNET can use TLD zone files to satisfy KNET's needs during the operation of the registered TLD. Party B does not restrict KNET's right to directly obtain data from registered name holders according to the Registry Agreement.
	4. Security Requirements. Party B shall establish and implement necessary technical measures, physical measures and administrative measures in its domain name registration business, to guarantee the security in its interaction with the registration system and ensure the data exchanged among registration systems is not illegally accessed or disclosed. Once data is illegally accessed or disclosed, Party B shall immediately notify KNET and shall compensate KNET for any losses resulting therefrom. Party B shall take all necessary technical measures, physical measures and administrative measures to prevent its right to use the registration system granted under this Agreement from being used to: (i) access the registration system without authorization by KNET; (ii) permit, enable or support data dissemination to other entities other than its existing users through email, telephone, fax, short message or commercial advertisement or in the form of solicitation (within the scope permitted by related laws); or (iii) transfer problems or data to KNET's registration system, other registry operating under the agreement signed with ICANN or registrars accredited by ICANN in a form of high capacity, automation or electronization, except in the situation when it is reasonable and necessary for registering domain names or modifying existing registered names. In addition, KNET may require adoption of other reasonable security measures (including technical and non-technical measures) to ensure the security and stability of the registration system. Party B shall satisfy relevant security requirements according to the business security requirements of the competent state domain name authority and fulfill its security responsibilities to ensure safe and stable operation of the domain name business. Party B shall actively cooperate with KNET to jointly maintain the security and stability of the registration system.
	5. Resolve technical problems. Party B shall employ necessary employees, contractors or agents. Employees, contractors and agents shall receive specialized technical training, have rich experience, and be able to give feedback and handle problems on application portals and the use of the registration system.
	6. Retain registration materials and information. During the term of this Agreement, Party B shall retain relevant registration information and payment records of the registered name holders. During the term of this Agreement and for the three (3) years after this Agreement expires, Party B shall retain all materials, information and correspondence between the registrar and the name holders and records (including electronic documents and records) submitted by the registered name holders in applying for domain name registration.
	7. Time. Party B agrees that, in case a dispute arises involving the time when the domain name registration is entered in the registration database, the time shown in KNET's database record shall be taken as the entry time.
	8. Transfer. Party B shall comply with the latest transfer policy of ICANN in the transfer of registered names between it and other registrars.
	9. Comply with agreement provisions and related policies. Party B shall comply with, and require the registered name holders to comply with, the following requirements: (i) Registry Agreement and other agreements signed by KNET and ICANN and ICANN standards, policies, procedures and rules; (ii) TLD registration and operation standards, policies, procedures and rules developed by KNET. The added or revised TLD registration and operation standards, policies, procedures and rules of KNET shall be notified to Party B ten (10) days in advance. In case of inconsistency between the terms of this Agreement and Party B's domain name registration agreement, the terms of this Agreement shall prevail. Party B shall comply with the Administrative Measures and policy requirements issued by the competent domain name authority and KNET, and other management methods and announcements added or revised based on the actual situation, and voluntarily comply with the state's related laws, administrative laws and regulations, rules and normative documents, Including but not limited to:

(1) Administrative Measures for Internet Domain Names of China ("Administrative Measures");

(2) Administrative Measures for the Registration for .网址 Domain Names developed and issued by KNET ("Administrative Measures for Registration"; for details, please see the latest version posted on the official website of the .网址 domain name registry);

(3) Domain Name Registration Service Specifications for .网址 developed and issued by KNET ("Service Specifications"; for details, please see the latest version posted on the official website of the .网址 domain name registry);

(4) management policies of the competent domain name authority;

(5) other policies and notices that guarantee and promote network interworking, interconnection and stable operation of the registration system.

* 1. Other requirements of the domain name registration agreement. Except the provision in Article 3.13, in the domain name registration agreement signed with the registered name holders, Party B shall require the registered name holders to: (i) agree that KNET and its designated personnel and agents may use and handle the personal data of the registered name holders according to Article 2.9; (ii) resolve disputes according to ICANN's UDRP; (iii) correct and update domain name registration information during the domain name registration; and (iv) agree to be bound by the terms and conditions agreed by both parties during TLD registration.
	2. Restrictions on registered names. In addition to complying with the ICANN standards, policies, procedures and rules which restrict the registered names, the registrar agrees to comply with the laws and regulations applicable to registered names, including but not limited to laws and regulations issued by the state competent domain name authority.
	3. Cooperation. Party B shall cooperate with KNET and share the data mentioned herein. If a doubt or dispute arises on a domain name registered by Party B in the registered TLD, Party B shall provide all possible assistance to KNET and/or related competent domain name authority, judicial organ and government authority.
	4. Registration Service Standards. Upon promoting and publicizing domain names and providing registration and related services, Party B shall not adopt any illegal measures, including but not limited to the following misleading, deceptive and threatening measures: (i) illegally mislead users in the name of another registrar; (ii) threaten users that another institution or individual will register the corresponding domain name; (iii) deceive and threaten users after registering the domain name in the name of another institution or individual; (iv) give false information such as that KNET's policies have changed or the domain name protection period has expired to mislead users; (v) mislead users by exaggerating the investment value of domain names; (vi) other misleading, deceptive or threatening measures that infringe upon users' legal rights and interests.
	5. Requirements for Information and Materials. Party B shall request the domain applicants to submit the following information and materials: (i) the domain name to be applied for registration; (ii) the name of the primary and secondary name servers; (iii) if the applicant is a natural person, it shall submit the name, type of identification certificate, personal identification number, mailing address, contact number, email, etc.; (iv) if the applicant is an organization, it shall submit the name, identity type, identity code, mailing address, email and telephone number of the organization; (v) name, mailing address, email and telephone number of the administrative contact, domain technology contact, payment service contact and undertaker of the applicant; (vi) for mainland China: the electronic or print version of identity card and organization code certification are not required, other materials for application and registration should accompany the electronic version of the applicant's identification certification materials; outside of mainland China: the applicant shall submit the electronic version of the identification certification materials; and (vii) the term of domain registration. Party B shall review the truth, accuracy and completeness of the materials submitted by applicant, and retain the application materials for reference.
	6. Confidentiality. Party B shall keep the application information and materials confidential, and shall not use such information for improper benefits. Party B shall not disclose to any third party such information and materials, nor use such information and materials for any illegal benefits. Without the consent of registrants, Party B shall not use such information for any purposes other than those provided in the domain registration agreement, unless it is specially required by the laws and regulations, relevant domain management specification and otherwise provided in this Agreement. This article shall survive the expiration, cancellation and termination of the Agreement.
	7. Domain Search Function. Party B agrees to use registered domain name search function in its domain registration business to decide whether or not the domain name being applied is available for registration at present. Party B shall also agree to provide interactive web page domain search (Whois) service, so as to facilitate the new data search (update at least daily) of all active registered domain names after Party B files the TLD application in a free and open way. Available data shall include the Registrar Accreditation Agreement made between Party B and ICANN and approved by ICANN, ICANN Consensus Policy, specification requirements and/or interim policy, etc.;
	8. Protection of Party A's Brand and Font. Without the prior written authorization or permission of KNET, Party B shall not act in the name of KNET, or use the company name, trade name, trademark, etc. of KNET, unless it can be proved to be a registrar accredited by KNET. When engaging in activities which are outside the service scope licensed by KNET, Party B should not indicate, either expressly or impliedly, the cooperation relationship with KNET;
	9. Party B's Subordinate Agency. Party B has the option to let its subordinate agencies provide registration service for ".网址" It is expressly stated in the contract between Party B and its subordinate agencies that all liabilities of Party B under this Agreement shall also bind upon its subordinate agencies. Party B shall be responsible for making sure its subordinate agencies comply with all of its liabilities under this Agreement. Party B shall conduct a qualification examination on application materials of its subordinate agencies, as well as normalize and manage the domain registration service of its subordinate agencies. Party B shall provide the updated agencies list and contact details to Party A within 30 days after receiving the changed information thereof. In case the subordinate agency violates Service Specifications, it shall be deemed a violation by Party B.
	10. Service Ability. Party B shall have the personnel and ability to provide domain management service for the domain holder; the service ability includes but not limited to: (i) customer service (including the support for domain records and domain resolution) and billing and technical support; (ii) according to the requirements of ICANN policy, Party B shall provide emergency contact information or support information for 7/24 service to the domain holder in case of emergency (e.g., domain hijacking). Party B shall regularly and annually notify the domain holder by mail, phone or website notice to check the registration information of the domain name held by it, and update the information timely according to relevant policies and regulations.
	11. Rights Protection Mechanism. Registrar shall comply with the requirements of the Trade Mark Clearing House Rights Protection Mechanism or the subsequent documents of documents approved and issued by ICANN.
	12. Domain Name Application Management. Party B shall effectively monitor the application condition of the domain which it administers, and shall notify KENT regarding the monitoring results upon KNET's request. The application of domain name includes but not limited to: the purpose of domain name, the access point of the website corresponding to the domain name, relevant records, etc. Party B has the liability to cooperate with the competent national authority to conduct website inspection and, when necessary, suspend or terminate the relevant domain resolution service as required.
1. License.
	1. Licensing. Subject to relevant terms and conditions of this Agreement, KNET hereby grants Party B, and Party B hereby receives, a non-exclusive, non-assignable, world-wide limited license without the right to sub-license, allow Party B to use the licensed product and the update and re-design thereof in the Term and for the purpose provided in this Agreement, however, provided that Party B shall not use such right for any purpose other than that is provided in the Agreement. Party B shall register the licensed product and the update and re-design thereof with KNET on behalf of the domain holder. By using the licensed product and the update and re-design thereof, Party B is capable of doing the following on system within the scope authorized by KENT: (i) test the usability of the system; (ii) register the domain name; (iii) re-register the domain name; (iv) cancel the registered domain name; (v) update the name server; (vi) under relevant authorization, transfer the domain name of another registrar under its own name; (vii) search for domain registration records; (viii) register name server; (ix) update the IP address of the name server; (x) delete the name server; (xi) search for the name server; (xii) create and end up a verified dialogue; and (xiii) update domain registration information;
	2. Use Limitation. Notwithstanding the other provisions in this Agreement, without the prior written consent of KNET, Party B shall not: (i) transfer the licensed product or otherwise allow the other party other than the registrar to use the licensed product or use it for other party's benefit; (ii) disclose, distribute or otherwise allow the disclosure of the licensed product, unless it is made to the employees, contractor and agent of Party B; (iii) decompile, restore, reproduce or re-design the licensed product without authorization; (iv) change the use of the licensed product or use the licensed product in breach of government decree and laws and regulations, as well as make illegal use of the licensed product.
	3. Change of License Materials. When applicable, KNET can change or modify the product licensed under this Agreement. Party B shall transfer or execute such Supporting Agreement within twelve (12) months after it receives the notice of change.
2. Costs.
	1. Party B acknowledges and agrees all costs and fees due to KNET under RRA and the Agreement hereof.
		1. Party B agrees to pay the initial registration fees and renew registration fees of the domain, as well as other non-refundable fees for other services provided by KNET (collectively referred to as "registration fees");
		2. KNET reserves the right to adjust registration fees, but any such fee adjustment shall be notified in writing to Party B thirty (30) days in advance, and such adjustment shall be consistent with RRA requirements;
		3. In order to make sure Party B fulfills the liabilities under this Agreement and RRA, Party B shall pay an advance payment to KNET;
		4. Party B shall ensure paying up all outstanding advance payments, and. KNET may for any legitimate reason request the registrar to increase the advance payment, and give reasonable prior advance notice to the registrar (by Email in general);
		5. KNET shall deduct from the advance payment all registration fees and other costs and fees due to KNET under this Agreement. If the advance payment of the registrar is insufficient to pay the fees payable under this Agreement and RRA, KNET shall notify (by Email in general) Party B to pay up the advance payment. Upon receiving the notice from KNET, Party B shall immediately pay the advance payment to the amount reasonably required by KNET. Otherwise, KNET shall suspend registrar's actions on EPP interface such as domain registration, renewal, transfer-in, redemption and other actions which involve fee deductions, and suspend the use of the registration system until the advance payment is made up to the amount reasonably required by KNET;
	2. Bank account: the registrar shall pay the advance payment to the bank account specified by KNET. Bank account information is as follows:

Account name: KNET Co., Ltd.

Account number: 0200049609200745607

Opening bank: Industrial and Commercial Bank of China, Beijing Branch, Haidian sub-branch.

In the event the above bank account information changes, KNET shall immediately notify (by Email in general) Party B, whereupon Party B shall pay the payment to the updated bank account.

* 1. Taxes: the registration fees or other fees payable under this Agreement exclude the taxes. All taxes, duties, fees and other government charges of any kind (including sales, turnover, service, bank charge, use and value-added tax, excluding tax on the basis of KNET's net income), which are levied by any government agency or the executive branch thereof or otherwise incurred under its orders for any fees charged for any service, software and/or hardware, shall be borne by the registrar; it cannot be considered as part of the registration fees, and cannot be deducted from or offset by the registration fees. Except as required by law, any fees payable to KNET shall not deduct or withhold any taxes, duties, government charges, fees or fines. In case the law requires such deduction or withholding, the amount payable by registrar to which such deduction or withholding are to be made shall be increased to the extent necessary, to ensure the net amount received or retained by KNET after such deduction and withholding shall equal to the amount KNET would have received without such deduction and withholding; meanwhile KNET shall be exempted from any liabilities incurred thereupon.
	2. No payment: Party B understands and agrees that timely payment of relevant fees under this Agreement is an essential condition for fulfilling this Agreement and the RRA. In case Party B fails to pay such fees within three (3) business days after it receives the notice from KNET to this end, KNET shall have the right to:

(a) stop accepting all EPP interface actions made by such registrar, such as new domain initial registration or registered domain renewal, domain transfer-in, redemption and other actions involving fee deductions, and stop Party B's use of the registry's system.

(b) delete the domain which has not been paid up yet (if any) from registry's TLD database;

(c) give notice of termination;

(d) exercise the other remedies under RRA or this Agreement.

* 1. Overdue interest: in case Party B fails to pay the payment under this Agreement, the amounts payable in full shall bear a 0.5% default interest ("overdue interest") on a daily basis, accruing from the payment due date to the date when the sum of the amounts payable and the overdue interest have been paid up. The parties hereto agree and acknowledge that KNET has the right to deduct all or part of the overdue payments and the overdue interest incurred thereof from the advance payment according to Article 5.1.5, at its sole discretion. Payment of default interest does not supersede or affect the enforcement of Article 5.5.
	2. Deposit.

 To safeguard the normalized sales activity of .网址 product, Party B shall pay a certain amount of deposit to Party A. In the event Party B violates the requirements under Registration Service Specifications and this Agreement, Party A shall has the right to forfeit the deposit paid by Party B as required.

(1) The amount of accreditation deposit

a) If the total traffic volume of Party B's website is less than 1000 years, Party B shall pay a deposit of ten thousand Yuan (￥10,000) to Party A.

b) If the total traffic volume of Party B's website is more than 1000 years but less than 3000 years, Party B shall pay a deposit of twenty thousand Yuan (￥20,000) to Party A.

c) If the total traffic volume of Party B's website is more than 3000 years but less than 5000 years, Party B shall pay a deposit of fifty thousand Yuan (￥50,000) to Party A.

d) If the total traffic volume of Party B' website reaches 10000 years, Party B shall pay a deposit of one hundred thousand Yuan (￥100,000) to Party A.

e) If the total traffic volume of Party B' website is more than 10000 years, the deposit shall increase ten thousand Yuan (￥100,000) for every 50000 years increase.

(2) Payment of deposit.

During the term of this Agreement, if Party B shall increase or decrease the deposit due to the change in the total traffic volume, the parties hereto shall re-sign a supplemental agreement. If Party B fails to pay up the deposit in time, Party A has the right to credit the amount to Party B's account.

1. Confidentiality and Intellectual Properties/Proprietary Rights
	1. Use of Confidential Information. The parties hereto shall use and disclose the confidential information disclosed by either party to another party according to the terms and conditions of this Agreement and the Non-Disclosure Agreement signed by both parties; the Non-Disclosure Agreement shall be performed in parallel with this Agreement. Party B agrees that EPP, API and software are all confidential information of KNET;
	2. Intellectual properties. Subject to the license granted by this Agreement, the parties hereto shall remain and own independently its intellectual properties, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary process and other kinds of intellectual properties.
	3. Except as expressly provided in this Agreement or otherwise agreed by the parties hereto, either party has not granted to another party any commercial use right or license vested by any moral rights, patents, patent application, copyrights, trademarks, know-how, trade secrets or other intellectual properties or proprietary rights, and the disclosing party discloses the confidential information to the receiving party under this Agreement shall not imply granting any such rights or license to the receiving party.
	4. In case the legal interests of either party's relevant beneficiary have been damaged because of breach of confidence, the other party shall investigate the breaching party's legal liability in accordance with relevant laws and regulations.
	5. The legal effect of the confidentiality clause shall not become void because of the invalidity, cancellation or termination of this Agreement.
2. Indemnification and Limitation of Liability.
	1. Indemnification. Within thirty (30) days after KNET requests subject to this Article, Party B shall, to the maximum extent permitted by law and at its own cost, indemnify, defend and hold harmless Party A, its employees, directors, managers, representatives, agents and affiliates from any liabilities caused by any claims, lawsuits, actions or other proceedings brought against KNET or its affiliates on the basis of, or in connection with, any of the following claims: (i) relating to any product or service of Party B; (ii) relating to any agreement with the registered domain holder, including the dispute resolution policy of Party B; (iii) relating to the domain registration business of Party B, including but not limited to: advertisement, domain application process, system and other process, fees charged, billing practice and customer service of Party B. However, in such circumstance, KNET shall: (1) immediately notify Party B of such claims; and (2) upon the written request of Party B, make reasonable efforts to provide Party B with any useful information and assistance which is necessary for it to defend against such claims, provided that Party B shall compensate KNET for any expenses actually and reasonably incurred therefrom. KNET has the right to engage an attorney to cope with such claims or lawsuits; the attorney fees apply to this Article and Party B shall reimburse KNET for such fees. Without the prior written consent of KNET, Party B shall not enter into any compromise and agreement for such claims, but KNET shall not withhold such consent unreasonably. Party B shall pay any and all costs, damages and expenses, including but not limited to reasonable attorney fees and costs awarded against KNET or otherwise incurred by such claims, lawsuits, actions or proceedings or in connection therewith.
	2. Representations and Warranties. Party B represents and warrants: (i) it is an organization or a company duly organized, validly existing and in good standing as a legal person under the laws of its jurisdiction; (ii) it has the necessary legal authority and power to execute, deliver this Agreement and perform the liabilities hereunder; (iii) the execution, performance and delivery of this Agreement have been duly authorized by it; (iv) it is or will be the domain registrar legally certified by ICANN or its successor; (V) it has obtained before executing this Agreement all approvals or authorizations from relevant government agencies or competent organizations which are necessary for exectuing and performing of this Agreement. In the domain name registration agreement signed with the registered name holder, it should stipulate that Party B shall request the registered name holder to indemnify or protect KNET and its subsidiaries, affiliates, subordinates, shareholders, doctors, managers, employees, accountants, attorneys, insurance companies, agents, predecessors, successors and assignees from any claims, demands, losses, costs, expenses, lawsuits or other liabilities (whether known or unknown) resulting from the registration of the domain name by registered name holder or otherwise in connection therewith. The domain name registration agreement should further stipulate that such indemnification obligations shall survive after the termination or expiration of the domain name registration agreement. Party A represents and warrants: (i) it is duly organized and validly existing in the jurisdiction in which the company establishes; (ii) it has the full necessary corporate power and authority to execute and deliver the Agreement and perform the liabilities hereunder; (iii) the execution, performance and delivery of this Agreement have been legally authorized.
	3. Limitation of Liability. To the maximum extent permitted by applicable law, under any circumstances, KNET shall not be liable to Party B or its affiliates, doctors, employees, agents, representatives, customers or a third party who claims under the direction of Party B for any loss of profit, loss of data, stoppage of business, or any derivative, indirect or consequential damages and losses therefrom, and KNET's total liability for such damages under this Agreement (no matter what the cause of action is) shall not exceed the amount paid to KNET by Party B under this Agreement in the year when such damages are claimed. For services related to the registration of .网址, if damages are caused to the applicant by the fault of Party B and KNET as the domain registry, the compensation shall be limited to the annual operation management fees paid by the applicant to the registrar that year. Party B and KNET shall not be liable for any and all losses and liabilities caused by (including but not limited to) the following: (i) technical problems; (ii) force majeure; (iii) unauthorized user using or misusing applicant's account; (iv) applicants' reason, including failing to pay the domain registration fees on time; (v) the application of Management Measures, relevant ICANN provisions, Sunrise Dispute Resolution Policy, and Rules for Sunrise Dispute Resolution Policy.
	4. Disclaimer. The registrar toolkits and other materials provided by KNET under this Agreement are provided "as is", without any kind of warranties. KNET expressly disclaims all warranties and conditions, express or implied. KNET does not warrant that the function of registrar toolkits satisfies the requirements of Party B, or the use of registrar toolkits is uninterrupted or error-free, or the defects thereof can be corrected. In addition, KNET does not make any warranties or representations as to the use or effects or relevant documents of the registrar toolkits in terms of the correctness, accuracy, reliability or other aspects. If it is shown that the registrar toolkits contains defects, Party B shall bear all expenses necessary for service, maintenance or corrections of its own systems and software.
	5. Liability for Breach. In the event that Party B violates this Agreement, KNET shall depending on the severity of the breach by Party B, request Party B to compensate the loss, seek remedial or corrective actions, continue to perform its liabilities, suspend the service interface of Party B up to disqualifying Party B as a registrar and terminate this Agreement unilaterally.
3. Dispute resolution.
	1. Any dispute resulting from or otherwise in connection with this Agreement shall be first settled by amicable consultation by both parties. If no agreement is reached through consultation, either party has the right to submit the dispute to arbitration by the China International Economic and Trade Arbitration Commission in accordance with its Rules of Arbitration; the place for arbitration shall be in Beijing city, China, and the arbitration award is final and binding upon both parties.
4. Term and Termination.
	1. Term of the Agreement. The term of the Agreement should be calculated from the date when the Agreement becomes effective. Unless terminated earlier in accordance with the relevant provisions of the Agreement, the term shall be five (5) year from the date when the Agreement becomes effective.
	2. Termination. The Agreement may be terminated in accordance with the following provisions:
		1. Natural termination:

(1) The term of the Agreement expires;

(2) Party B’s qualification as a domain service provider is not approved by ICANN or China’s competent domain name authority, or is revoked, suspended, terminated or canceled;

(3) ICANN, China’s competent domain name authority or other competent regulatory authorities take measures that have a substantial impact on or limit Party B’s qualification or capabilities to continue to perform the Agreement.

* + 1. Termination for cause. If either party seriously violates its obligations under the Agreement and such violation is not substantially rectified within thirty (30) days after the other party gives notice in writing, the non-defaulting party may terminate the Agreement at a time specified in the termination notice after giving notice in writing to the other party;
		2. Termination due to insolvency or bankruptcy within the term of the Agreement. Termination due to insolvency or bankruptcy within the term of the Agreement. Either party may terminate the Agreement if one party is determined insolvent or bankrupt, or one party has filed a lawsuit against the other party requesting relief, reorganization or consolidation in accordance with the relevant bankruptcy law, assignment of the benefit of creditors, or designation of the receiver, liquidator or trustee of the other party’s property or assets, or requesting the liquidation, dissolution or cease of operations of the other party’s businesses;
		3. Party B does not agree with KNET’s modifications to the Agreement based on the development of the Internet and domain name system, changes in China’s relevant laws, administrative regulations and policies, and other circumstances, and notifies KNET in writing thirty (30) days in advance;
		4. In case of any of the following, KNET may terminate the Agreement:

(1) Party B provides false registrar accreditation materials, including but not limited to the relevant certificate, license, contact information and other materials.

(2) Party B violates the Agreement;

(3) Party B has a serious management problem, which KNET believes may affect Party B’s ability to provide normal services, and Party B fails to make any corresponding guarantee;

(4) Within the term of the agreement, Party B loses its original identity due to acquisition, merger, split, or change in control rights, and the new entity does not have the ability to inherit the Agreement;

(5) Party B discloses or uses user registration information and materials to obtain any illegal benefit, which is in breach of the confidentiality agreement;

(6) Party B violates any relevant laws or government regulations of the People’s Republic of China;

(7) KNET believes that Party B’s business practices pose a threat to the stability and integrity of Internet operations. KNET has the right to request that Party B make adjustments, and Party B fails to correct them within three (3) days after receiving KNET’s notification;

(8) Party B is unwilling to cooperate with Party A in conducting verification of domain name registration information, or the ratio of true, accurate and complete registration information of domain names managed by Party B does not meet Party A’s requirements;

(9) The overall evaluation of the service level of Party B’s domain name business fails to meet the standard.

 In case of any of the above, KNET may issue written notice to the registrar thirty (30) days in advance and terminate the Agreement.

* 1. Effect of termination. When the Agreement expires or is terminated for any reason:
		1. KNET will complete the registration of all the domain names handled by Party B before the expiration or termination date, provided that Party B pays all the fees payable to KNET on time;
		2. Party B shall, in accordance with the procedures established or approved by ICANN, immediately transfer its registered domain names to another ICANN-accredited registrar that expressly accepts the terms of KNET’s domain name registrar accreditation agreement;
		3. The receiving party shall immediately return all confidential information the disclosing party discloses to the disclosing party;
		4. Party B shall immediately pay all outstanding fees payable to KNET, regardless of whether such fees are due or not;
		5. When the Agreement is terminated in accordance with the provisions in Article 9.2, KNET has the right to immediately notify domain name owners to promptly and securely transfer domain names to another ICANN-accredited registrar that expressly accepts the terms of KNET’s domain name registrar accreditation agreement;
		6. The expiration or termination of the Agreement does not affect a party’s rights, duties and responsibilities incurred prior to the expiration or termination.
	2. Termination due to non-payment of fees. Despite the provisions in Article 9.3, if the Agreement is terminated because Party B fails to pay the fees, Party B shall be entitled, rather than being obliged, to transfer the domain names to Party B’s wholly owned subsidiaries accredited by ICANN as a registrar;
	3. Refund upon termination of the Agreement
		1. When Party B initiatively requests the termination of the Agreement, the deposit paid by Party B to KNET will not be refunded; if the two parties reach an agreement to terminate the Agreement in advance, KNET will refund Party B’s deposit;
		2. When KNET terminates the Agreement in accordance with Article 9.2.5 of the Agreement, it will not refund the deposit paid by Party B;
		3. If Party B does not make a selection from the registrars approved by KNET and assign its registered domain names within ten (10) days after the termination, KNET will decide the new domain name registrar. The deposit paid by Party B to KNET will not be refunded and KNET reserves the right to further investigate Party B’s liabilities;
		4. Party B shall announce the change in the registrar on its website and notify its users via telephone or e-mail within ten (10) days after the termination. Should Party B fail to complete the above work on time, the deposit it has paid to KNET will not be refunded;
		5. After the termination, Party B shall keep the user registration information it holds confidential and may not disclose it to others. It may not use such information to seek illegitimate interests either. Otherwise, the deposit paid by Party B to KNET will not be refunded and KNET reserves the right to further investigate Party B’s liabilities;
		6. After the termination of the Agreement, KNET will follow up on users that have submitted the registration of a .网址 domain name. The accuracy rate of their contact information must be more than 85%. Otherwise, the deposit paid by Party B to Party A will not be refunded;
		7. If no breach of the Agreement or its supplementary terms are found on Party B’s side one year after the termination of the Agreement, KNET will refund the above deposit in full;
		8. KNET will refund the balance of Party B’s pre-paid account, if any, to Party B within thirty (30) days after the termination of the Agreement;
		9. The terms of this article will not lose its legal effect due to the dissolution, termination or invalidity of the Agreement.
	4. The terms provided in different articles in the Agreement are independent. The invalidity of any term or provision will not affect the validity of other terms or provisions.
	5. Remain in force. After the termination of the Agreement, the following terms and provisions shall remain in force: (i) Article 2.9, Article 2.11, Article 3.3, Article 3.4, Article 3.5, Article 3.6, Article 3.7, Article 3.17, Article 3.19, Article 4.1, Article 4.2, Article 6, Article 7.1, Article 7.3, Article 7.4, Article 8.1, Article 9.3, Article 9.4, Article 9.5, Article 10.2, Article 10.4, Article 10.6, Article 10.8, Article 10.9, and (ii) the registrar’s obligations of paying the fees incurred during the term of the Agreement set out in Article 5. Either party shall be liable for any damages incurred due to the termination of the terms and provisions of the Agreement.
1. Miscellaneous
	1. Transfer Policy
		1. Transfer to a succeeding registry. If KNET and ICANN do not sign a subsequent registry agreement and the original registry agreement is terminated or has expired, after ICANN issues a written notice to the registrar, KNET may transfer all the rights it has under the Agreement to the company holding the subsequent registry agreement (such agreement will include the provisions related to the registration of TLD) within sixty (60) days after the termination or expiration of this Agreement, provided that such succeeding registry accepts all the obligations KNET has under the Agreement. Party B hereby confirms that it agrees to such a transfer unconditionally;
		2. Transfer related to the agreement signed with ICANN . If KNET legally transfers the registry agreement, it shall automatically transfer all the rights it has under the Agreement to the transferee of the registry agreement, provided that such transferee accepts all the obligations KNET has under the Agreement. If the accreditation agreement between the registrar and ICANN is legally transferred, the registrar’s rights under the Agreement will automatically be transferred to the transferee of the accreditation agreement, provided that the succeeding registrar inherits the registrar’s obligations under the Agreement;
		3. Other transfers. Unless expressly provided otherwise, the provisions of the Agreement shall take the successors and assignees of both parties as beneficiaries, and shall be binding upon such successors and assignees. Without KNET’s prior written consent, the registrar shall not transfer or assign any right or obligation under the Agreement to any third party.
	2. Third-party beneficiaries. Both parties expressly agree that ICANN is the third-party beneficiary of the Agreement. The registrar expressly confirms that despite any contrary provisions in the Agreement, the registrar is not the third-party beneficiary of the registry agreement, and no content of the Agreement shall be regarded as the establishment of any employment, agency, partner or joint venture relationships between the two parties;
	3. Force majeure. For loss or damage due to any of the following reasons beyond a party’s reasonable control (“force majeure events”), neither party shall be liable. Force majeure events include but are not limited to: riots or civil unrest, war or military operations, national or local emergency, acts/omissions of or restrictions imposed by the government or other administrations, compliance with legal obligations or executive orders, seriously disturbing public order, Internet restrictions , security restrictions, any labor disputes (whether involving employees of either party), fire, lightning, explosions, flooding, unusually severe weather, lack of a reasonable supply channel of machinery and equipment necessary for the operation of the Internet and/or the registration system, temporary delay in or restrictions, stop or interruption of services or ancillary services due to government regulations or orders, anti-fraud means or any other reasons beyond a party’s control. In the event of force majeure, should such force majeure event have an impact on either party’s performance of the Agreement, the party shall be exempt from performing its obligations for six months from the date when such impact occurs, provided that it will do its utmost to avoid or eliminate these causes of non-performance;
	4. Amendment. Unless signed by both parties in writing, any amendment, addition or modification of the Agreement or its provisions shall not be binding. Any new service approved and/or authorized by ICANN and purchased by the registrar shall comply with all the terms established by KNET as part of the Agreement (or other agreements signed by the registrar or KNET);
	5. Other guarantees. As a party may reasonably require the other party to carry out or confirm any contemplated transaction under the Agreement, both parties shall sign and execute the delivery of the relevant legal documents and other documents to the other party, and take other measures to sign and execute the delivery of such documents;
	6. Notifications. Unless the parties have provided a written notice of change of address, any notifications or other correspondence required or permitted to be delivered to either party under the Agreement shall be in writing, and once they are delivered to the address or fax number underneath the name of each party specified below (during business hours, by courier, registered mail or express delivery, e-mail or fax), they shall be deemed as properly delivered, sent or received:

To Party B:

Customer name:

Postal address:

Postal code:

Telephone number:

Fax number:

E-mail address:

To KNET:

KNET Co., Ltd.

Room 603, Block B, Raycom Wangjing Center, 523 Wangjing East Park, Chaoyang District, Beijing

Postal code: 100102

Telephone: 86-4000800066

E-mail address:

* 1. Delay or omission, waiver. Either party’s failure to exercise or delay in exercising any of its power, rights, privileges or relief entitlements under the Agreement, it shall not be regarded as waiver of such right or power; single or partial exercise or waiver of any of the above power, rights, privileges or relief entitlement shall not exclude other rights exercise such right or power, nor exclude the right to exercise any other power, rights, privileges or relief entitlements. Unless a written legal document signed and delivered in the name of the parties to the Agreement expressly stipulates the waiver of claims arising from the Agreement and power, rights, privileges or relief entitlements provided by the Agreement, either party shall not be regarded as waiving such right or power; unless there is a special circumstance, such waiver shall not be applicable or effective;
	2. Governing laws. The Agreement shall be governed by the law of the People’s Republic of China;
	3. Entire agreement. The Agreement, including its appendixes, constitutes the entire agreement reached by the parties on the agreed subject matter, and supersedes any oral or written contracts, statements, declarations, agreements, understandings, proposals or guarantees reached by the parties on the subject matter clearly defined in the Agreement. If any provision in the Agreement is deemed unlawful, invalid or unenforceable, the parties agree to enforce such provision to the permissible maximum in order to achieve the purpose of both parties; such a case shall not affect the effectiveness, legality or enforceability of any other provisions in the Agreement. To achieve the purpose of both parties, if necessary, the parties should negotiate and amend the Agreement with the principle of good faith;
	4. Severability. Should any provision or part of the Agreement be declared invalid or unenforceable under the applicable law, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of the Agreement.
	5. Agreement copies. The original Agreement was signed in quadruplicate, each party holding two copies;

The parties signed the Agreement on the date set out in the first paragraph of the Agreement.

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Party A: KNET Co., Ltd.

Authorized person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix 1: Administrative Measures for the Registration of Domain Names**

Chapter I General Principles

Article 1 To ensure the secure, stable and orderly operation of .网址 TLD, with reference to national and international policies and regulations on the administration of Internet domain names, as the .网址 registry, KNET Co., Ltd. (hereafter referred to as “KNET”) has formulated these Measures.

Article 2 The registration and related activities of all domain names under the .网址 TLD shall comply with these Measures.

Article 3 The meaning of the following terms used in these Measures is:

(1) Domain name: refers to a digital indicator that is used on the Internet to distinguish and orient the hierarchical structure of computers, and corresponds to the computer’s Internet protocol (IP) address.

(2) TLD: refers to the domain naming at the first level under the root node in the domain name system.

(3) Chinese domain name: refers to domain names in Chinese language characters.

(4) Domain name registry: refers to the administrative institution that is responsible for operating, maintaining and managing the TLD system. In these Measures, it refers to KNET.

(5) Domain name registrar: refers to bodies that have obtained permission from competent authorities and accreditation from ICANN according to the law, which accept domain name registration applications and complete registration of domain names in the TLD database.

Chapter II Domain Name Registrars

Article 4 To provide .网址 registration services, domain name registrars are required to sign a domain name registrar accreditation agreement with KENT, and comply with all the administrative policies and regulations formulated and published by China’s domain name authorities, the Internet Corporation for Assigned Names and Numbers ("ICANN") and KNET, and all the agreements signed with KNET.

Article 5 Domain name registrars shall standardize its domain name registration services and sign a domain name registration agreement with the applicants.

Article 6 Domain name registrars shall not do the following when carrying out domain name registration services:

(1) Falsely use the name of government agencies, enterprises, institutions, ICANN and other organizations to carry out domain name registration services.

(2) Use a form of unfair competition to carry out domain name registration services in a way that is misleading or threatening its users.

(3) Unreasonably refuse domain name holders’ request for the domain name transfer password, or charge them for such a transfer request.

(4) Disclose users’ registration information, violate users’ legal rights, or use users’ registration information to seek illegitimate interests.

(5) Any other conduct that is in violation of laws and regulations or users’ interests.

Should a domain name registrar violate the above regulation, the domain name registry will investigate its legal responsibilities in accordance with the related agreement signed with it; if the circumstances are serious, the domain name registry will terminate the cooperation agreement signed with it.

Article 7 After terminating the registration service agreement with a registrar, the registry shall follow the relevant transfer procedures of the registry and ICANN to assist with the transfer of domain names to a new registrar.

Article 8 After receiving the valid application for change of registrar submitted by a domain name holder, if the review finds it to meet the conditions of change, the registrar shall provide the user with the correct transfer password within three business days and shall not charge the user for this service. If the above time limit is exceeded, the transfer application will default to take effect.

Chapter III Domain Name Registration Application and Review

Article 9 The domain name registration service shall follow the principle of “first come, first served” and comply with the national laws and regulations, ICANN’s policies and these Measures.

Article 10 To apply for the registration of a domain name, when the conditions are suitable, the applicant shall submit written application materials to the domain name registrar. The domain name registrar shall review the authenticity, accuracy and completeness of the above materials, and submit the above materials to the domain name registry within one business day after they are reviewed to be qualified.

　　　　 (1) If the registrant is an enterprise, institution, social group or other social organization, it is required to submit a copy or a scanned copy of the appropriate business license or organization code certificate.

　　　　 (2) If the registrant is an individual, it is required to submit a copy or a scanned copy of both the front and the back of the appropriate ID card.

 The applicant shall guarantee that the information filled in the domain name registration application form is true, accurate and complete with the principle of honesty and credibility. For the domain name registrar’s investigation on the accuracy of the applicant’s registered information, the applicant shall respond within 15 days.

Article 11 In accordance with International domain name management guidelines and the relevant requirements of domain name registration management, the domain name registry will have restrictions on and reserve certain characters.

Article 12 Domain name registrars shall provide public inquiry services for domain name registration information in an internationally accepted format. Without users’ consent, domain name registrars and the domain name registry shall not use domain name registration information for purposes other than as provided above, except provided by national laws and administrative regulations otherwise.

Article 13 No organization or individual shall register or use domain names that are prohibited from registering and using by the Administrative Measures for Internet Domain Names.

Article 14 Applicants shall guarantee the domain name registration agreement:

(1) To comply with the relevant national Internet laws and regulations;

(2) To comply with the relevant management policies and regulations formulated and published by the national competent domain name authority, ICANN and KNET, including but not limited to Administrative Measures for Internet Domain Names of China and ICANN’s consensus policies;

(3) The submitted domain name registration information shall be true, accurate and complete.

Upon the completion of domain name registration, the applicant becomes the holder of the registered domain name.

Article 15 Domain name holders shall comply with the relevant laws, administrative regulations and rules on the Internet. Any liabilities for infringement of the legal rights of others incurred by possessing or using a domain name shall be borne by the holder of such domain name.

Article 16 Domain name registration fees are charged to the holder of the domain name by the domain name registrar.

A domain name’s expiration date each year is the same as the date of application. Domain name registrars shall remind domain name holders to renew their domain names before and after the expiration date. Domain name holders shall not refuse to pay for the renewal fee with the excuse of not receiving a renewal notice. Domain name registrars shall keep the above notifications.

For the term to use a domain name, the WHOIS search of the domain name registry of .网址 shall prevail.

After the expiration date of the domain name, there shall be a 30-day option for the user to renew. At the end of the option to renew period, the registration status of the domain name will be released and other users may apply for registration.

Chapter IV Domain Name Modification, Cancellation and Transfer

Article 17 Where change occurs in domain name registration information, the domain name holder shall apply for registration information modification at the domain name registrar within seven days. The registrar shall submit the modified real-name information to the domain name registry within seven business days after receiving the domain name holder’s application for modification.

(1) In the following cases, the domain name holder may not apply to change the holder:

 A. The domain name is handled by a judiciary body, an arbitration body or a domain name dispute resolution body;

 B. There is clear evidence showing that the domain name is abused;

 C. Other circumstances provided by laws, regulations or ICANN’s consensus policies.

(2) For domain name transfers, when the conditions are suitable, the transferee shall submit its identity documents. Should the transferee’s identity be not approved, the transfer shall not be allowed.

(3) Without the domain name holder’s consent, the domain name registrar shall not transfer any domain name under its name.

Article 18 Where one of the following circumstances occurs with an already-registered domain name, the original domain name registrar shall cancel it and notify the domain name holder in writing:

(1) The domain name holder or its agent applies to cancel the domain name;

(2) The domain name registration information submitted by the domain name holder is false, inaccurate and incomplete;

(3) The domain name holder fails to pay the appropriate fees as prescribed;

(4) A verdict from a court, arbitration body or domain name dispute resolution body decides that it shall be canceled;

(5) Laws, administrative regulation or the Measures are violated.

Article 19 The registrar transfer policy formulated by ICANN applies when the domain name holder applies to change the domain name registrar.

Chapter V Domain Name Dispute Resolution

Article 26 The detailed matters of a domain name dispute shall follow the provision of the Uniform Domain Name Dispute Resolution Policy (UDRP) and other documents formulated by ICANN. Domain name disputes are handled by domain name dispute resolution bodies accredited by ICANN. The registrar shall also follow the Uniform Rapid Suspension System (URS) or its alternative procedures.

Article 27 Should anyone make a complaint regarding a registered or used domain name to a domain name dispute resolution body, and such complaint meets the conditions provided by the domain name dispute resolution measures, the domain name holder shall participate in the domain name dispute resolution procedures.

Article 28 When a domain name is under law proceedings, arbitration proceedings or domain name dispute resolution procedures, the domain name registrar shall not accept the domain name holder’s application for transferring or canceling the disputed domain name, unless the transferee agrees in writing to accept the constraints of the ruling of the court, arbitration body or dispute resolution body.

Article 29 During the period of the domain name dispute resolution, the domain name registrar shall take the necessary measures to ensure that the domain name will not be canceled or transferred.

Chapter VI Supplementary provisions

Article 30 Based on the development of the Internet and the domain name system, and changes in the relevant laws, regulations and policies, the domain name registry KNET may amend the Measures.

Article 31 The domain name registry KNET is responsible for interpreting the Measures.

Article 32 The Measures were revised and implemented on July 1, 2016.

**Appendix 2: .网址 Domain Name Registration Service Specifications**

1. In order to standardize the registration services of .网址 domain names and safeguard domain name holders’ legitimate rights and interests, the Service Specifications are formulated in accordance with the Administrative Measures for Internet Domain Names of China (hereafter referred to as “Administrative Measures”), the Administrative Measures for the Registration of .网址 Domain Names formulated by KNET Co., Ltd. (hereafter referred to as “KNET”), and ICANN’s consensus policies.
2. Domain name registrars accredited by KNET (hereafter referred to as “registrar”) shall comply with the Service Specifications when providing .网址 domain name registration and the related services.
3. Except stating that it is KNET-accredited registrar, the registrar may not use KNET’s enterprise name, trade names, trademarks or logo when providing .网址 domain name registration and the related services. When providing activities outside the scope of KNET-accredited services, the registrar may not express or imply that it has a business relationship with KNET.
4. When marketing .网址 domain names and providing .网址 domain name registration and the related services, the registrar may not use the following fraudulent, misleading, intimidation and other improper means, including but not limited in the form of telephone, e-mails, faxes, letters, leaflets (flyers) and SMS:
5. Cheating users by telling them that something is required by government departments, KNET or other institutions;
6. Misleading users by the fraudulent use of other registrars’ names;
7. Intimidating users by telling them that another organization or individual is about to register;
8. Cheating and intimidating users by registering the name of another organization or individual;
9. Violating the provision that for “.网址’ domain names, Simplified Chinese characters and Traditional Chinese characters are equivalent, and conduct spin-off sales and marketing in any form with regards to Simplified Chinese characters and Traditional Chinese characters in “.网址’ domain names;
10. Misleading users by using false information about KNET’s policy change and the expiration of the protection period;
11. Misleading users by exaggerating the investment value of Chinese domain names in the process of registration services;
12. Libeling and slandering other registrar’s reputation;
13. Other means of cheating, misleading, intimidating user that are against their legitimate rights and interests.
14. The registrar shall, as required, sign a written domain name registration agreement (including an electronic form) with the applicant, including but not limited to the .网址 domain name registration agreement template provided by KNET.
15. The registrar shall strictly review the domain name registration information and submit it as true, accurate and complete .网址 domain name registration information to KNET. The registrar shall not provide false documents and materials to KNET, including but not limited to proof of identity, domain name application materials, registration authorization materials, subordinate agency materials for filing and domain name registration agreements.
16. The user has the right to choose the compliant years of registration. The registrar shall submit the registration in accordance with the number of years that the user has paid for.
17. The registrar shall set up a customer service telephone number or e-mail to handle users’ complaints, specifying the service time and quality and providing customer services not less than 5\*8 hours/week. It shall publish KNET and the registrar’s ways of handling complaints to the registrants in a prominent position in the registrar and its subordinate agencies’ premises, domain name registration website and domain name registration form.
18. Within the term of the service agreement, if a registrar is designated by KNET to receive domain names registered with other registrars, the designated registrar shall not charge transfer fees to domain name holders. Within 10 business days after receiving a domain name assigned by KNET, the registrar receiving the domain name shall send a notice of registrar change to the domain name holder, verify the holder’s registration information and whether there are outstanding domain name management fees, and send the verified information back to KNET. If the registrar fails to send the information back to KNET within the above time limit, and it is found that there is an outstanding fee with the domain name received, the registrar shall cover the outstanding fees and bear the corresponding liabilities for the breach.
19. The registrar shall verify the domain name information in cooperation with domain name authorities, courts, domain name dispute resolution bodies and KNET, and cancel, change or suspend the relevant domain name in accordance with the relevant decision, ruling or award, and notify the domain name in writing.
20. Except for providing the registration information in accordance with domain name dispute resolution bodies’ requests, the registrar shall not otherwise participate in the dispute resolution procedures.
21. The registrar must enforce an award by a domain name dispute resolution body within ten days after it is announced. However, if the respondent provides valid evidence proving that a competent judicial authority or arbitration body has accepted the relevant dispute within ten days after the announcement of the award, the enforcement of the award by the dispute resolution body may be suspended.
22. The registrar shall provide resolution services to domain name registrants in accordance with the law, and work with competent authorities to carry out website inspections. It may pause or stop the domain name resolution services as required and notify the domain name holders.
23. The registrar may not stop domain name resolution with any other reason unless it receives an award, ruling or decision from a competent authority, judiciary authority, arbitration body or the domain name registry KNET.
24. The registrar shall review its subordinate agencies’ application materials, contact information and service qualifications, and submit qualified agencies’ materials to KNET for filing. When a subordinate agency’s information is changed, the registrar shall collect and review its written application materials within 10 days and submit them to KNET for filing after they are reviewed.
25. The registrar shall regulate its subordinate agencies in accordance with the provisions and requirements of the Administrative Measures for Internet Domain Names of China, the Administrative Measures for the Registration of .网址 Domain Names, ICANN’s consensus policy and this Service Specifications and submit their documents and materials to KNET for filing.
26. The registrar shall regulate its .网址 domain name registration services and clearly communicate the content, time and costs of its registration services to its users.
27. The registrar shall notify domain name holders to check the registration information of their domain names via e-mail, telephone or website announcement and if there is any change or inaccurate information, they shall update it in accordance with the relevant laws and regulations.
28. During the valid term of the accreditation and after the expiration of the accreditation, the registrar shall keep user registration information and materials confidential and may not disclose it to others; it may not use such information to seek illegitimate interests either. Without the user’s consent, it may not use it for any other purposes, unless national laws and administrative regulations provide otherwise.
29. During the resolution and use of .网址 domain names, the registrar shall ensure that “DOMAIN NAME (in Simplified Chinese).网址” and “DOMAIN NAME (in Traditional Chinese).网址” registered by the user shall be equivalent and parallel.
30. Without the domain name holder’s authorization, the registrar shall not change the registration during the registration period.
31. The registrar shall not carry out transfer formalities if no valid transfer application is received from the domain name holder.
32. The registrar shall not carry out cancellation formalities if no valid cancellation application is received from the domain name holder, unless otherwise agreed between the registrar and the domain name holder.
33. After receiving a valid application for change of registrar submitted by a domain name holder, if the review finds it meets the conditions of change, the registrar shall provide the user with the correct transfer password within three business days and shall not charge the user for this service. The registrar shall carry out the registrar change formalities for its users in accordance with the relevant product change measures.
34. Should the registrar violate the Service Specifications and the Registrar Accreditation Agreement of .网址 Domain Name, KNET has the right to charge a penalty of RMB 2,000 to 10,000 in accordance with the agreement. The penalty will be deducted from the registrar’s advance payment. If the registrar is in violation of the above provision three times in total within a year, or if the circumstances are serious, new registration interfaces will be suspended or its registrar qualification will be terminated early.
35. KNET may amend the Service Specifications based on the changes in the relevant laws, regulations and policies on domain name management. The amended Service Specifications will become effective from the date of publication.
36. The Service Specifications were revised and implemented on July 1, 2016. KNET has the final right of revision and interpretation.

**Appendix 3: RRA Data Processing Addendum**

This RRA DATA PROCESSING ADDENDUM(the “**Data Processing Addendum**”) is made by and between the undersigned registry (the “**Registry**”) and registrar (the “**Registrar**”) (each a “**Party**” and together the “**Parties**”), and is effective as of May 25, 2018, and supplements the terms and conditions of the Registry-Registrar Agreement (the “**RRA**”) executed between the Parties.

To the extent of any conflict between the RRA, as amended (including any of its attachments), and this Data Processing Addendum, the terms of this Data Processing Addendum will take precedence. Capitalized terms not defined below will have the meaning provided to them in the RRA.

1. **INTRODUCTION**

This Data Processing Addendum establishes the Parties’ respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though this Data Processing Addendum is executed by and between the Registry and Registrar as an addendum to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

1. **DEFINITIONS**
	1. Applicable Agreements. Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement (“**RAA**”), the Registry Agreement (“**RA**”), and the RRA, as those documents are applicable and binding on any individual Party.
	2. Applicable Laws. The General Data Protection Regulation (2016/679) (“**GDPR**”), the Electronic Communications Data Protection Directive (*2002/58/EC*), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
	3. Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
	4. Data Protection Authority. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.
	5. Data Security Breach. A breach of security leading to the accidental or unlawfuldestruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.
	6. Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
	7. Personal Data. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.
	8. Processing. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
	9. Purpose(s). Has the meaning provided in Section 3 below.
	10. Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
	11. Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
	12. Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
	13. Temporary Specification. Means the “Temporary Specification for gTLD Registration Data” Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.
2. **PURPOSE, SUBJECT MATTER, AND ROLES**
3. Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.
4. Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.
5. Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:
	1. The details of Processing are established and set forth in Annex 1;
	2. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
	3. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.
	4. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.
6. **FAIR AND LAWFUL PROCESSING**
7. Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.
8. Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
9. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
10. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
11. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
12. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
13. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.
14. **PROCESSING SHARED PERSONAL DATA**
	1. All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.
	2. A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“**EEA**”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Data Processing Addendum upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).
	3. A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.
	4. All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.
	5. Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:
		1. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;
		2. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
		3. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
		4. The ability to restore the availability and access to Shared Personal Data in a timely manner;
		5. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
		6. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
	6. To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.
	7. The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party’s acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws.
	8. Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party’s negligent, willful or intentional acts or omissions.
	9. The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.
	10. The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.
	11. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.
	12. A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.
15. **SECURITY**
16. The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.
17. All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
	1. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
	2. Not leaving portable equipment containing the Shared Personal Data unattended;
	3. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
	4. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
	5. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
	6. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;
	7. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;
	8. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
	9. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.
18. **SECURITY BREACH NOTIFICATION**
	1. Notification Timing.Should a Party become aware of any Data Security Breach by a sub-processor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.
	2. Notification Format and Content.Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:
		1. A description of the nature of the incident and likely consequences of the incident;
		2. Expected resolution time (if known);
		3. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;
		4. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and
		5. The name and phone number of a representative the Party may contact to obtain incident updates.
	3. Security Resources.The Parties’ may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.
	4. Failed Security Incidents. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.
	5. Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:
		1. A complaint or objection to Processing or request with respect to the exercise of a Data Subject’s rights under Applicable Laws; and
		2. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.
19. **DATA SUBJECT RIGHTS**
	1. Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.
	2. Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request (“**Subject Access Request**”). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
	3. The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.
	4. The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.
20. **DATA RETENTION AND DELETION**

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

1. **TRANSFERS**
	1. For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:
		1. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;
		2. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
		3. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
		4. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
		5. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.
	2. No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.
2. **RESOLUTION OF DISPUTES**
	1. In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
	2. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
	3. In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party shall abide by a decision of a competent court of the complaining Party’s country of establishment or of any binding decision of the relevant Data Protection Authority.
3. **IMPACT OF CHANGES; NEW GUIDANCE**

In the event the ICANN Board adopts changes to the Temporary Specification (a “**Triggering Event**”), then Registry may notify Registrar of the changes, and upon ICANN publication of the updated Temporary Specification to its website, the changes will also be adopted and incorporated automatically herein to this Data Processing Addendum.

Registrar will be given thirty (30) days to accept or reject the proposed changes; rejection may result in termination of the RRA. If Registrar does not respond within thirty (30) days following notice, it is deemed to have accepted the changes to the Data Processing Addendum, as applicable.

In the event Applicable Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

**Annex 1**

**DETAILS OF THE PROCESSING**

* + 1. **Nature and Purpose of Processing**. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.
		2. **Duration of Processing**. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.
		3. **Type of Personal Data**. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

Registrant Name: Example Registrant

Street: 1234 Admiralty Way

City: Marina del Rey

State/Province: CA

Postal Code: 90292

Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213

Email: registrant@example.tld

Admin Contact: Jane Registrant

Phone Number: +1.3105551214

Fax Number: +1.3105551213

Email: janeregistrar@example-registrant.tld

Technical Contact: John Geek

Phone Number: +1.3105551215

Fax Number: +1.3105551216

Email: johngeek@example-registrant.tld