This Registry-Registrar Agreement (the “Agreement”) is dated as of the date signed (“Effective Date”) by and between Nawang Heli (Xiamen) Network Service Co., Ltd, or its successor registry (the “Registry”), and the Registrar (“Registrar”). The Registrar may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement applies to the top-level domains (“TLDs”) indicated.

本注册局/注册商关系协议（“协议”）的日期为签约当日（“生效日期”），签约双方分别为纳网合力（厦门）网络服务有限公司，或其继任注册局（“注册局”）和注册商（”注册商“）。注册局与注册商可单独称为“一方” ，合称为“双方”。本协议适用于所提及的顶级域（“TLDs”）。

This Registry-Registrar Agreement is part of the Registry Policies, the policies adapted and revised or amended from time to time by the Registry as posted on the Registry Website, which form a cohesive framework and must be read in conjunction with one another, including the Overview and Definitions, Naming Policy, Acceptable Use Policy, Registrant Agreement, and the Privacy & Whois Policy. These documents, which include by reference applicable agreements, policies, laws, and regulations, represent the entirety of the obligations and responsibilities with regard to any domain name registration, application, or attempt to register or apply.

本注册局/注册商关系协议属于注册局政策的一部分，该政策可能不时调整、订正或修改，由注册

局于其网站公布。本协议构建起一连贯整体的框架，必须连同其他部分通读详阅，包括概览和定义、命名政策、可接受使用政策、注册人协议和隐私与Whois 政策。以上文件将纳入适用协议、政策、法律和法规，作为整体可看作为对于任何域名注册、申请或意图注册或申请方面的全部责任与义务。

WHEREAS, multiple Registrars may provide Internet domain name registration services for this TLD for which the Registry operates and maintains a multiple registrar Shared Registry System (SRS);

鉴于多个注册商可提供该顶级域的互联网域名注册服务，注册局管理执行机构管理及维护该顶级域

内多个注册商共享注册系统（SRS）；

WHEREAS, the Registrar wishes to register domain names in the SRS for this TLD.

鉴于注册商希望在 SRS 内注册该顶级域的域名；

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

现此，为了双方在此协议下的承诺、利益和约定，以及为了其他在此承认已充分收到的良好且有价值的考虑，注册局与注册商同意如下条款，并受法律约束：

# Definitions

定义

In addition to the definitions found in the Registry Policies, the following terms are used in this Registry–Registrar Agreement with the following meanings;

除注册局政策中的定义外，以下用于注册局/注册商关系协议的词语有以下定义：

* 1. “Confidential Information” means all information and materials including, without limitation: computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party unless otherwise marked or identified as non-confidential.

“机密信息”指披露方在本协议项下向接收方提供的，明确标记或用其他方式确定需保密的所

有信息和材料，其中包括但不限于：计算机软件、数据、信息、数据库、协议、参考实施及文档、功能与接口规范，除非明确标示为非机密信息。

* 1. “Inter-Registrar Transfer Policy” refers to ICANN’s Inter-Registrar Transfer Policy, as may be amended from time to time, and is incorporated by reference herein.

“注册商间转移政策“指 ICANN 的注册商间转移政策，可能时有修改，并纳入本合同中。

* 1. The “Licensed Product” refers to the intellectual property required to access the Supported Protocol, and to the application programming interface (API), and software, collectively.

“授权产品”指获取支持协议、API、软件、注册局管理执行机构名称及标识等所需要的知识

产权。

* 1. “Registered Name” refers to a domain name within the domain of the TLD, for which the Registry maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it may not appear in a TLD zone file (e.g., a registered but inactive name).

“注册名称”指注册局顶级域中的域名，由两级或多级组成，由注册局管理执行机构或其提供注册局服务的附属机构，在注册局数据库里维护其数据，安排此类数据维护，或通过此类维护获取收入。注册名称也可能是没有出现在顶级域区域文件里的注册局数据库里的名称

（例如，已注册但未激活的名称）。

* 1. “Supported Protocol” means the Registry’s implementation of EPP, or any successor protocols, supported by the SRS.

“支持协议”指注册局管理执行机构所实现的可扩展供应协议，或任何其他 SRS 支持的后续协

议。

# Obligations of the Parties

各方义务

* 1. SRS Operation and Access. Throughout the Term of this Agreement, the Registry shall operate the SRS and provide the Registrar with access to the SRS to transmit domain name registration information for the listed TLD(s) to the SRS. Nothing in this Agreement entitles the Registrar to, and the Registrar has no right to, enforce any agreement between the Registry and ICANN.

SRS 操作和使用。本协议的有效期内，注册局应操作 SRS 并为注册商提供 SRS 使用权，以

向 SRS 传输文中所列举顶级域的域名注册信息。协议中任何内容都没有赋予注册商执行任何注册局和 ICANN 之间协议的权利，注册商本身也没有任何协议没有赋予注册商执行任何注册局和 ICANN 之间协议的权利。

* 1. Maintenance of Registrations Sponsored by the Registrar. Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements including, without limitation, those authorized by ICANN, each as may be amended from time to time, the Registry shall maintain the registrations of Registered Names sponsored by the Registrar in the system during the term of the domain name registration.

维护注册商赞助的注册。根据本协议的规定、ICANN 的要求以及 ICANN 授权下注册局管理

执行机构的要求，包括但不限于 ICANN 授权的要求，每项要求可能时有修改，注册局管理执行机构须在域名注册期限内，维护系统中注册商赞助的注册名称注册。

* 1. Access to the SRS. Subject to the Registrar’s successful completion of testing required by the Registry, the Registry will provide full access to the SRS for the listed TLD(s). The Registry shall make available to the Registrar: (i) an operational testing environment where Registrars may test the SRS; (ii) following the Registry's certification, at its sole discretion, that the Registrar has successfully completed the testing required by the Registry, the Registry will provide full documentation of the Supported Protocol, APIs to the Supported Protocol with documentation, and Registrar toolkits that will allow the Registrar to connect via EPP to the SRS to register second-level domain names through the SRS for the listed TLD(s). If the Registry elects to modify or upgrade the APIs and/or Supported Protocol, the Registry shall provide updated APIs to the Supported Protocol with documentation to the Registrar promptly as such updates become available. The Registry will provide 90 days notice to Registrar to implement the API and/or Supported Protocol updates and changes, except for routine configuration, maintenance, and software and hardware updates in the normal course of business, or for disaster recovery or other measures necessary to protect the security and stability of the registry, or in circumstances where a regulatory body (e.g. ICANN) or law enforcement mandates registry operators to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.

访问SRS。视注册商是否成功完成注册局要求的测试而定，注册局会提供文中所列举顶级域

的SRS 完全访问权。注册局应将如下的对注册商开放：（1）注册商可以测试SRS 的操作测试环境；（2）在注册商已成功完成注册局要求的测试并得到注册局证书后，在注册局专有酌情权下，注册局会提供支持协议的完整文件、支持协议文件的 API、以及准许注册商通过

EPP 连结至 SRS 以通过 SRS 注册文中所列举顶级域内次级域名的注册商工具包。如果注册局选择修订或升级API 和／或支持协议，注册局应在完成升级后向注册商尽快提供支持协议的升级API。注册局将通知注册商在 990 天内更新或变更API 和／或支持协议，以下情况例外：正常商业运营中常规配置、维修和软硬件更新、或在灾后修复或采取其他必要措施保护注册局安全和稳定、或当某监管机构（例如 ICANN）或执法机构要求注册局运营机构须在更短时间内完成，在此情况下注册商将与注册局共同协作，同意在合适时间执行此中变更。

* 1. Registrar Responsibility for Customer Support. The Registrar shall provide Registrants with customer service and support for the registration, cancellation, modification, renewal, deletion, or transfer of Registered Names, domain name record support, billing, and technical support. The Registrar shall, consistent with ICANN policies, provide to Registrants emergency contact or 24/7 support information for critical situations such as domain name hijacking.

注册局客户支持责任。注册商应对注册人提供注册、注销、修改、更新、删除或转让已注 册域名、域名记录支持、计费、技术支持的客户服务与支持服务。注册商应按照 ICANN 政 策，在紧急状况下，如域名入侵，为注册人提供紧急联系方式、或提供每周 7 日/每日 24 小时的全天候支持信息。

* 1. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the TLD(s), the Registrar shall submit complete data as required by the technical specifications of the SRS that are made available to the Registrar from time to time. The Registrar shall submit any corrections or updates from a Registrant relating to the registration information for a Registered Name to the Registry in a timely manner.

 数据提交要求。作为在顶级域中注册、或已注册域名的赞助的一部分，注册商须按照其不

时收到的 SRS 技术规格的要求提交完整数据。注册商应及时向注册局管理执行机构提供所

有注册名称持有者的关于注册名称修订更新的注册信息。

* 1. License. The Registrar grants the Registry a non-exclusive, royalty-free, non-transferable, worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering Registrar, and other data required or permitted by the technical specifications of the SRS, as made available to the Registrar by the Registry from time to time or as required by ICANN for propagation and the provision of authorized access to the TLD zone files, or as otherwise required or permitted by a Registry’s Registry Agreement with ICANN concerning the operation of the TLD, as may be amended from time to time.

使用许可。注册商准许注册局拥有非专属、免版税、不可转让的、全球有限的数据元素许

可。这些数据元素包括已注册域名、名称服务器 IP 地址、注册的注册商身份、及 SRS 的技术规范需要或许可的其他数据，由注册局不时向注册商提供或 ICANN 要求提供及授权访问顶级域区域文件、或是注册局的与 ICANN 在顶级域运营方面的注册局协议要求或批准的， 协议也是时有修订的。

* 1. Registrar’s Registration Agreement and Domain Name Dispute Policy. The Registrar shall have in effect an electronic or paper registration agreement with each Registrant, which may be amended from time to time by the Registrar, which shall at all times include, subject to applicable law, the terms of the Registrant Agreement and Registry Policies included above, especially with regard to those terms that are required by ICANN. The Registrar shall provide the Registry with a copy of the Registrar’s registration agreement upon request. The Registrar shall include in its registration agreement those terms required by this Agreement, other terms that are consistent with the Registrar’s obligations to the Registry under this Agreement, and the consent of each registrant for the collection and use of their personal data by the Registry and by ICANN for such purposes as the Registry is required contractually to use the data. The Registrar shall employ in its domain name registration agreement a requirement for registrants to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), and the Inter-Registrar Transfer Policy, each in their most recent form and each as may be amended from time to time. In its registration agreement with each Registrant, the Registrar shall require such Registrant to:

注册商的注册协议及域名纠纷政策。注册商应与各注册人持有一份电子或纸质的有效注册

协议，注册商可对协议时有修订，协议在任何时候，根据适用法律，都应包含注册人协议条款及上文所包含注册局政策条款，特别是 ICANN 要求的条款。注册商应向注册局应其要求提供一份注册商注册协议。注册商应在其注册协议中包含本协议所要求的条款和其他符合本协议规定注册商对注册局义务的条款，以及每位注册人的书面许可，允许注册局和

ICANN 收集并使用其个人数据，以完成注册局根据协议必须使用数据实现的用途。注册商应在其域名注册协议中，要求注册人提交 UDRP、URS 和注册商间转移政策，各政策应为最近版本，可能时有修改。在与各个注册人的注册协议中，注册商应要求注册人：

* + 1. acknowledge and agree that the Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration; (3) if required by a URS, UDRP, CRS proceeding; or (4) for the non-payment of fees to the Registry;

承认并同意注册局保留否认、取消或转移任何注册或交易、或在其认为适当的情况下，

通过其无限且专有的酌情权，将任何域名置于注册商锁定、暂停、或其他类似状态：

（1）遵守互联网行业通常认为有权威性的产业集群采用的规范（如RFC 文档）；（2） 纠正注册局或任何注册商在域名注册中的错误；或（3）如有 URS、UDRP、CRS 程序要求；或（4）欠付注册局费用；

* + 1. indemnify and hold harmless the Registry and its subcontractors, and its and their employees, directors, officers, representatives, delegees, shareholders, affiliates, agents, successors, and/or assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant’s domain name registration. The Registrar’s registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement; and

赔偿并确保注册局及其转包商、注册局和其转包商的员工、主管、高级职员、代表、被

委派人、股东、下属机构、代理商、继任者、和/或受托人免受任何与注册局域名注册以任何方式相关的所有索赔、损害、法律责任、费用和开支，含合理律师费和与注册人的域名注册相关方面产生的费用。注册商的注册协议应要求此保障义务即使在注册协议终止或过期后仍有效；以及

* + 1. acknowledge and agree that they (the Registered Name Holder) are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and that evidence of any such activity by the Registered Name Holder may result in application by the Registry or Registrar of consequences (consistent with applicable law and any related procedures) including suspension of the domain name.

同意并认可注册名称持有人不得分发恶意软件、运营僵尸网络，以及从事钓鱼攻击、盗

版、侵犯商标权或版权、欺诈、伪造，或其他违反适用法律的行为。如有证据表明注册名称持有人从事上述活动，则注册局或注册商（遵照适用法律及任何相关规程）可能采取相应措施，包括暂停相关域名。

* 1. URS High-Level Technical Requirements. In addition to any other requirement under the URS, the Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed, and the Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD). In addition, the Registrar must agree to abide by any other rights protection mechanisms required by ICANN including any such listed in Specification 7 of the public Registry Agreement, including any amendments to the Registry Agreement or to Specification 7.

URS 高级别技术要求。除任何 URS 所提要求外，在 URS 投诉人胜诉的情况下，注册商必须

接受并处理 URS 投诉人续购域名的付款。注册商为胜诉的 URS 投诉人续约域名时，其期限不得超过一年（如该顶级域的最长验证期允许）。此外，注册商必须同意使用 ICANN 要求

的其他任何权利保护机制提供援助，包括公开《注册协议》规范 7 及该协议、规范修正案中列举的机制。

* 1. Secure Connection. The Registrar agrees to develop and employ in its domain name registration business all necessary technology, procedures, processes, and restrictions to ensure that its connection to the SRS is secure. All data exchanged between the Registrar’s system and the SRS shall be protected to avoid unintended disclosure of information. The Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited advertising or solicitations to persons or entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited the Registrar, except as reasonably necessary to register domain names or modify existing registrations.

安全连接。注册商同意在其域名注册业务中开发及应用所有必要科技、程序、流程和限制

以确保其与 SRS 的连接是安全牢固的。所有注册商系统和 SRS 之间的交流数据都应被保护以避免信息被无意公开披露。注册商应应用有商业合理性的方式以避免其对下文准许的注册局系统访问权被用于：（1）允许、使能够、或支持通过电子邮件、电话或传真向注册商客户之外的任何实体投放大量未经许可的商业广告或进行营销；（2）允许使用自动电子程序大批量向注册局系统或任何 ICANN 认证注册商发送查询或数据，对于注册域名或修改现有注册合理必要的除外。

Each EPP session shall be authenticated and encrypted using two-way secure socket layer (“SSL”) protocol. The Registrar agrees to authenticate every EPP client connection with the SRS using both (i) a server certificate issued by a commercial Certification Authority to be chosen by the Registrar, subject to Registry’s agreement, which agreement shall not be unreasonably withheld and (ii) its Registrar password, which it shall disclose only to its employees with a need to know. The Registrar agrees to notify the Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

每一个 EPP 会话需用 SSL 协议进行双向验证和加密。注册商同意对每一个 EPP 客户与 SRS

的连接用以下两种方式共同验证：（i）根据注册局协议，由注册商自选商业认证机构颁布

的证书，该证书不得被协议不合理地撤回；及（ii）注册商密码，此密码只能为必要的雇员所知。若知悉其密码已被破解，或其服务器证书已被发证认证机构撤销或通过其他方式破解，注册商应允通过商业上合理的努力在四（4）小时之内通知注册局。

Additionally, the Registrar must ensure that access to registrant accounts is adequately protected by, at a minimum, a secure log-in process that requires username and password authentication and the Registrar must comply with all other security-related ICANN Registrar accreditation requirements.

另外，注册商必须确保注册人账号访问权得到足够的保护，至少有要求用户名和密码验证

的安全登录程序以及注册商必须遵守所有 ICANN 委任注册商要求的与安全性相关的政策。

Upon prior written notification to the Registrar, the Registry may require other industry standard security provisions, practices, or technology to ensure that the Registry System is secure and stable, which the Registry may adopt from time to time in its sole and complete discretion. In the event that the Registrar does not comply with the Registry standards, the Registry will provide the Registrar a 30-day notice to inform the Registrar of the need to either correct non-compliance or agree on a mutually acceptable plan with Registry to correct non-compliance, and the time period in which such plan must be completed. Failure to meet the standards at the end of the agreed period will constitute a material breach of the agreement. The Registry’s failure at any time to declare a material breach does not constitute a waiver of its right to do so in the future.

如向注册商提前出具书面通知，注册局可要求用其他行业标准安全条例、惯例、或技术以

确保注册局系统的安全及稳定，注册局可根据其专有及完全酌情权，在任何时间决定是否采用。若注册商没有遵从注册局标准，注册局将为注册商提供以 30 日为时限的通知，告知注册商需要更正不合规之处，或同意完成此计划。若无法在协定时间段内达到相应标准， 将构成对协议的事实性违约。注册局未声明事实性违约，不构成对其未来行使该权利的弃权。

* + 1. Handling of Personal information. The Registry shall notify the Registrar of the purposes for which Personal Information submitted to the Registry by the Registrar is collected, the intended recipients (or categories of recipients) of such Personal Information, and the mechanism for access to and correction of such Personal Information. The Registry shall take all steps required by applicable laws, rules, and regulations to protect Personal Information from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry shall not use or authorize the use of Personal Information in a way that is incompatible with the notice provided to the Registrars or applicable laws, rules, and regulations. The Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal information and provided that such use is compatible with the notice provided to the Registrars regarding the purpose and procedures for such use.

个人信息处理。注册局应通知注册商，告知注册商提交至注册局的个人信息已被收集、

这些个人信息的目标接收人（或接收人类别）和访问及更改这些个人信息的机制。注册局应采取适用法律和规章制度要求的一切措施以保护个人信息不受损失、滥用、未授权泄露、修改或破坏。注册局不应利用或授权违背通知、或违反适用法律、规章制度的个人信息的使用。注册局可不时对收集到的人口数据进行统计分析，但这些使用方式不可泄露个人信息、以及必须符合提供给注册商的通知中关于此类使用方式目的与程序方面的要求。

* + 1. Authorization Codes. The Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. The Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring Registrar of such modifications via EPP compliant mechanisms (i.e., EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to the Registrar by the Registry. The Registrar shall provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code; the Registrar shall respond to any inquiry by a Registrant regarding access to and/or modification of an authorization code within five (5) calendar days.

授权代码。对于不同注册人在同一注册商注册的域名，注册商不得提供相同的注册商生

成授权<authinfo>代码。注册局管理执行机构在其专有酌情权下，可选择为某一指定域修改<authinfo>代码，并通过 EPP 兼容机制（如 EPP <poll>和 EPP <domain:Info>） 将修改告知赞助注册商。注册局管理执行机构应保证向注册商提供此类机制的文件。注册商须及时向注册域名持有者提供授权代码，以及修改该授权代码的能力。注册商须在五（5）个自然日内回应注册域名持有者的任何有关访问和/或修改授权代码的询问。

* 1. Domain Name Lookup Capability. The Registrar agrees to employ in its domain name registration business the Registry’s domain directory service (Whois) registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. The Registrar also agrees, at its expense, to provide an interactive web page and a port 43 Whois service, subject to compliance with ICANN requirements, providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by the Registrar for the TLD. The data accessible shall consist of elements that are designated from time to time according to an ICANN-adopted specification or policy or the Registrar Accreditation Agreement between the Registrar and ICANN.

域名查询功能。注册商同意在其域名注册业务中加入注册商域名查询功能（Whois），以

判定所查询的域名目前是否可供注册。根据 ICANN 的要求，注册商同意自费提供一个交互式网页和一个 43 端口Whois 服务，以方便公众免费查询注册商赞助的该顶级域的所有有效域名的最新（至少每日更新）数据。可访问的数据应包含 ICANN 认证规格或政策、或注册商与 ICANN 间的注册商认证协议中所不时指定的元素。

* 1. Transfer of Sponsorship of Registrations. The Registrar agrees to implement transfers of Registered Name registrations from another Registrar to the Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN.

注册赞助权的转移。注册商同意，根据 ICANN 可能不时修订的注册商之间注册赞助权转移

政策（“转移政策”），将注册名称的注册从其他注册商转移到注册商，反之亦然。

* 1. Time. The Registrar agrees that, in the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall control.

时间。注册商同意，若有关域名注册录入注册局数据库的时间存在任何争端，以注册局记

录中显示的时间为准。

* 1. Compliance with Operational Requirements. The Registrar shall comply with each of the following requirements, as may be in effect from time to time, and, further, shall include in its registration agreement with each Registrant an obligation for such Registrant to comply with each of the following requirements:

遵守操作要求。注册商应遵守以下各项要求，并应进一步在其与各注册人的注册协议里纳 入以下注册域名持有者应遵守的各项义务：

1. ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

遵照注册局协议或其他与 ICANN 的协议，由注册局的监管的 ICANN 标准、政策、程序 和惯例；

1. Operational standards, policies, procedures, and practices for the TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars (“Operational Requirements”), including affiliates of the Registry, and consistent with the Registry’s Registry Agreement with ICANN, as applicable, upon the Registry’s notification to the Registrar of the establishment of those terms and conditions upon 90-day notice, except in circumstances where a regulatory body (e.g. ICANN) or law enforcement mandates registries to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.

顶级域的操作标准、政策、程序和惯例，以上条款由注册局以非任意性的方式不时制定， 适用于所有注册商（“操作要求”）、包括注册局分支机构，并符合注册局与 ICANN 之间的适用协议。上述条款和条件成立后，应由注册局向注册商发出长 90 日的通知进行告知，除非某监管机构（例如ICANN）或执法机构要求注册局运营机构须在更短时间内达 成，在此情况下注册商将与注册局共同协作，同意在合适时间执行此中变更。

* 1. Resolution of Technical Problems or Breach of Agreement. The Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs, and the Registry’s SRS in conjunction with the Registrar’s systems. The Registrar agrees that, in the event of significant degradation of the SRS or other emergency, or upon the Registrar’s violation of the Registry operational requirements or breach of this Agreement, the Registry may, in its sole discretion, temporarily suspend or restrict access to the SRS. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall be applied non- discriminatorily to any Registrar similarly situated, including affiliates of the Registry.

技术问题或违约的解决方式。注册商同意雇佣必要的拥有足够的技术训练及经验的雇员、承包商或代理人以处理解决各种与注册商使用支持协议、API 及注册局管理执行机构与注册商相关联的系统的问题。注册商同意，在系统性能显著降低或其他紧急情况下、或注册商

违反操作要求或违反协议时，注册局可以行使其专有酌情权、临时暂停或限制注册系统的使用。此类临时暂停措施不可任意使用，应公平适用于任何其他处境相似的注册人及注册局的附属机构。

* 1. Prohibited Domain Name Registrations. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, the Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered, as well as the Registry’s Acceptable Use Policy and Naming Policy, as may be amended from time to time by the Registry at its sole discretion.

禁止的域名注册。除了遵守 ICANN 的受限域名的标准、政策、程序、惯例，注册商同意遵

守适用的、限制域名注册的法律及法规，及注册局可接受使用政策和命名政策，以上条文可能由注册局根据其专有酌情权时有修改。

* 1. ICANN Requirements. The Registry’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and ICANN Consensus Policies. Notwithstanding anything in this Agreement to the contrary, the Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

ICANN 要求。注册局在此协议下述的义务将随时可能会因为 ICANN 批准的强制要求、共识

政策、规范和/或临时政策而改变。注册商应根据 ICANN 所确定的时间表，遵守 ICANN 的任何此类要求，如 ICANN 的此类要求与本协议中的规定相反，应以 ICANN 的要求为准。

* 1. Accredited Registrar. During the term of this Agreement, the Registrar shall maintain in full force and effect its accreditation by ICANN as a Registrar for the TLD under the 2013 Registrar Accreditation Agreement or any subsequent version thereof. Failure to maintain such accreditation shall constitute a material breach of this Agreement

验证。注册商同意仅通过注册局不时指定的第三方作为法律专业人士，仅向经注册局验证

的注册人出售。验证费用不可退款，且须在每个注册年缴清。注册商同意，验证机构可以就验证事宜直接联系注册商。

# License

使用许可

* 1. License Grant. Subject to the terms and conditions of this Agreement, the Registry hereby grants the Registrar and the Registrar accepts a non-exclusive, royalty-free, non- transferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable the Registrar to register domain names in the TLD with the Registry on behalf of its Registrants. The Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the SRS: (i) check the availability of a domain name, (ii) register a domain name, (iii) renew a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another Registrar to itself with proper authorization (or vice versa), (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

授予使用许可。根据本协议的条款和条件，为达到本协议的目的，在本协议的期限内，注

册局特此授予注册商，且注册商特此接受一个非专属、免版税、不可转让的、全球有限的许可。此注册产品，及其有关更新和重新设计，将使注册商能够代表其注册人在注册局顶级域注册域名。注册商，通过使用注册产品及其相关更新和重新设计，将能够在 SRS 中调用以下操作：（1）检查域名的可用性；（2）注册域名；（3）续购域名；（4）撤销已注册的域名；（5）更新域名的名称服务器；（6）经授权将其他注册商的域名转移到自己名下（反之亦然）；（7）对域名注册记录进行查询；（8）注册名称服务器；（9）更新名称服务器的 IP 地址；（10）删除名称服务器；（11）对名称服务器进行查询；（12）创建及结束经过验证的会话。

* 1. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the prior written consent of the Registry, the Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than the Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of the Registrar for use in the Registrar’s domain name registration business, (iii) decompile, reverse engineer, copy, or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of the laws of the People's Republic of Chinaor local rule, regulation or law, or for any unlawful purpose. The Registrar agrees to employ the necessary measures to prevent its access to the SRS granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the Registrar’s customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the SRS of the Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

使用限制。无论本协议其他条款如何规定，除有注册局管理执行机构的书面同意，注册商 不应：（1）转授许可产品或允许授权许可产品为注册商之外的任何一方的利益而使用；（2）在注册商域名注册业务的使用中，发布、传播、或允许授权产品披露于雇员、承包商、注册商代理人之外的任何一方；（3）因任何未授权的目的而对授权产品进行反编译、逆向 工程、复制、或再工程；（4）违反中华人民共和国法律

或当地法规定、规则或法律，或出于 任何违法目的而使用或允许将授权产品用于此等目的。注册商同意采取合理必要的措施以 防止其得到授权许可的系统被用于：（1）允许、授权、或支持通过电子邮件、电话或传真 向注册商客户之外的任何实体投放大量未经许可的商业广告或进行营销；（2）允许使用自 动电子程序大批量向注册局系统或任何 ICANN 认证注册商发送查询或数据，对于注册域名 或修改现有注册合理必要的除外。

* 1. Changes to Licensed Materials. The Registry may from time to time replace or make modifications to the Licensed Product licensed hereunder, at its sole discretion, provided that the Registry provides 90 days notice to the Registrar to implement material changes that alter the functionality of the Licensed Product, except in circumstances where a regulatory body (e.g., ICANN) or law enforcement agency mandates registries to meet shorter deadline, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes. For the avoidance of doubt, design or usability improvements to the web interface to the Registry SRS shall not be considered material changes.

变更许可资料。注册局可根据其专有酌情权，不时更换或修改照此协议的许可产品，并提 前 90 天通知注册商执行改变许可产品功能的相应实质性变更，除非某监管机构（例如 ICANN）或执法机构要求注册局运营机构须在更短时间内达成，在此情况下注册商将与注册局共同协作，同意在合适时间执行此中变更。为避免产生困惑，注册局 SRS 界面的设计和使用性改善不应视为实质性变更。

# Support Services

支持服务

* 1. Engineering Support. The Registry agrees to make available to the Registrar with reasonable Registrar Liaison telephone support (between the hours of 1AM and 10AM UTC or at such other times as may be mutually agreed upon) to address issues arising in connection with the Registrar’s use of the SRS.

技术支持。注册局同意为注册商提供必要的电话支持（世界时间早上1点至10点，或另

外双方一致同意的时间段），以解决注册商在使用 SRS 时产生的问题。

* 1. Customer Service Support. During the Term of this Agreement, the Registry will make customer service support available to the Registrar only, and not to Registrants or prospective customers of the Registrar, at the service levels set by ICANN, for nontechnical issues solely relating to the SRS and its operation. The Registry may make additional levels of customer service support available to the Registrar at its sole discretion. The Registry will provide the Registrar with a telephone number and email address for such support during implementation of the Licensed Product. First-level telephone support will be available on a 7-day/24-hour basis.

客户服务支持。在本协议期限内，注册局仅提供客户服务支持给注册商，不提供客户服务 支持给注册人或注册商潜在客户。该客户服务等级是 ICANN 为仅涉及 SRS 及其运行有关的非技术性问题制定的服务等级。有专业酌情权的注册局可选择提供更高等级客户服务支持给注册商。在启用注册产品过程中，注册局会提供这些服务支持的电话号码和邮箱地址给注册商。一级电话支持服务将每周 7 日/每日 24 小时全天候随时可用。

# Fees

费用

* 1. Registration Fees.

注册费用

* + 1. The Registrar agrees to pay the Registry all non-refundable fees for initial and renewal registrations and other services provided by the Registry (collectively, the “Registration Fees”).

注册商同意向注册局支付费用（统称为“注册费用”），用于初始注册、续期注册或其

他注册局提供的服务。该费用不可退还。

* + 1. The Registry reserves the right to adjust Standard and Premium domain name Registration Fees within certain notification periods as listed below:

注册局保留调整标准域名和优质域名注册费用的权利，调整时应按照下表要求的时间发

出通知：

|  |  |
| --- | --- |
| Fee Adjustment Event 费用调整 | Notification Period通知期限 |
| 1) Standard and premium tier level price changes\*:标准域名和优质域名价格层级变动\*： |
| A) For all unregistered domains: increase or decrease to a standard or premium tier level rate i.e., for new (domain:create), renewal, or redemption transactions所有未注册的域名：提高或降低标准域名、优质域名层级价格，即新域名注册（domain:create）、续约或赎回 | 45 Days\*\*45 天\*\* |
| B) For all registered domains: renewal rate decrease (domain:renew)所有已注册的域名：降低续约费用（domain:renew） | 60 days60 天 |
| C) For all registered domains: renewal rate increase (domain:renew)所有已注册的域名：提高续约费用（domain:renew） | 180 Days180 天 |
| 2) A subset of domains within a tier:同一层级内的域名子集： |
| A) A tier assignment increase or decrease for unregistered domains: i.e., the moving of a subset of unregistered domains from one tier to another tier提高或降低未注册域名的所属层级：某未注册的域名子集从一个层级 移动至另一层级。 | 30 days30 天 |
| B) A tier assignment decrease for registered domains: i.e., the movement of a subset of registered domains to a lower priced tier for renewal降低已注册域名的所属层级：某已注册的域名子集移动至续约价格更 低的层级 | 30 days30 天 |
| C) A tier assignment increase for registered domains: i.e., the movement of a subset of registered domains to a higher renewal priced tier提高已注册域名的所属层级：将某已注册的域名子集移动至续约价格 更高的层级 | 180 days180 天 |
| 3) Reserved domains change of status更改保留域名的状态 |
| A) Change of unpriced reserved domains to priced (available or reserved) 将未标价的保留域名调整为标价（可供注册或保留） | 45 days45 天 |
| B) Change of priced reserved domains to available 将已标价的保留域名更改为可供注册 | 30 days30 天 |
| C) Sale of reserved domain (priced or unpriced) to a buyer 将保留域名（无论是否已标价）售予买方 | 24 hours24 小时 |

\* for the avoidance of doubt, a standard or premium tier level change relates to all domains (i.e., registered or unregistered) within a specific level/tier rate such as the standard rate or a premium tiered rate.

\* 为避免误解，标准或优质层级变更将影响到特定价格层级（如标准域名，以及优质域名的不同层级）中的所有域名，无论其是否已被注册。

\*\* Registry will provide a 60-day notification if change will impact 6 or more TLDs simultaneously

\*\* 如该变动将同时影响到 6 个或更多顶级域，注册局应提前 60 天发出通知

Administrative adjustments: if the registry makes a pricing error on a subset of unregistered domains, the registry will first reserve the mispriced, unregistered domains and will re-release with correct pricing after a 30-day notice period (3B).

行政调整：如注册局为某未被注册的域名子集定价时出错，则应首先将错误定价的未注册域名设为保留状态，然后按照 3B 要求发出通知，30 天后将修改为正确标价的域名重新开放注册。

Any such notice may be by email, hand, registered mail, courier or express delivery service, or may be posted to the Registry’s website, provided that notice of standard and price-tier changes will be made by email. Current prices can be found in the registrar portal.

上述通知的形式可以是电子邮件、手写信件、挂号信、特快专递等，也可发布在注册局

的网站上，但标准域名和价格层级变动通知必须以电子邮件的形式发出。注册商门户网站上提供当前价格。

* + 1. All Registration Fees are due within thirty (30) days of the invoice date. The Registrar may be required to fund a Registrar Payment Account (“RPA”) with the Registry from which its Registration Fees for any transaction will be debited immediately and to which credits, if any, due the Registrar will be refunded. In the event that the Registrar’s RPA does not have sufficient funds to immediately pay a Registration Fee, then the Registry may, at its sole discretion, suspend the Registrar and registrations will not be accepted until the Registrar’s RPA is replenished with sufficient funds to pay the Registration Fees for its submitted transactions. Credit may be granted in the Registry's sole discretion.

所有注册费用应在请款日期起的三十（30）日内支付完毕。注册商可能受到要求，与注

册局共同建立注册商支付账户（“RPA”），其中的注册费转账可直接借记，若有赊欠到期，注册商能够得回退款。若注册商的RPA 资金不足，无法直接支付注册费，则注册局将据其专有酌情权暂停注册商，直到注册商RPA 中资金足以支付所提交的注册费转账， 注册方可得到通过。注册商根据专有酌情权，可能给予一定赊欠。

* + 1. The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees, and other governmental charges of any kind (including sales, turnover, service, use and value-added taxes, but excluding taxes based on the net income of the Registry) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software, and/or hardware shall be borne by the Registrar and shall not be considered a part of, a deduction from, or an offset against such Registration Fees. All payments due to the Registry shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by law, in which case, the sum payable by the Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the Registry receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

此协议下的注册费用不含税。任何政府或其属下的分支机构为任何服务，软件和/或硬

件费用所收的所有税收，关税，费用和其他任何形式的政府收费（包括销售，营业额， 服务，使用和增值税，但不包括任何基于注册局管理执行机构净收入的税）将由注册商承担，而不能从应缴费用中扣除作为其中的部分或补偿。所有对于注册局管理执行机构的应缴费用不应得到与税、关税、费用或罚款有关的任何减除或扣减，除非法律有所要求。在这种情况下，注册商的总应缴费用会在必要的范围内随着此类的减除或扣减作出增加，以确保在作出这种扣除或预扣后，注册局管理执行机构所接收并保留（不含任何负债）的净总和等于没有此规定扣除或预扣时所应得的总和。

* 1. Change in Registrar Sponsoring Domain Name. The Registrar may assume sponsorship of a Registrant’s existing domain name registration from another Registrar by following the Inter-Registrar Transfer Policy.

注册商赞助域名更改。注册商可根据注册商间转移政策，从另一注册商承担注册域名持有

者现有域名注册的赞助权。

* + 1. For each transfer of the sponsorship of a domain-name registration under the Inter- Registrar Transfer Policy, the Registrar agrees to pay the Registry the renewal registration fee associated with a one-year extension. The losing Registrar’s Registration Fees will not be refunded as a result of any such transfer. The Registry reserves the right to charge transfer and other fees, as appropriate, with 180 days’ written notice; or

注册商同意为每一个注册商间转移政策下的域名赞助权转移向注册局支付与续期一年等

价的注册费。因此类转让而失去赞助权的注册商将不会被退还注册费。注册局保留提前

180 日出具书面通知，征收转移费或其他费用的权利。

* + 1. For a transfer approved by ICANN under the Inter-Registrar Transfer Policy, the Registrar agrees to pay the Registry the equivalent of a one-year registration fee for each domain-name transferred.

为得到注册商间转移政策下 ICANN 同意的域名转移，注册商同意为每一个已转移域名

向注册局支付与注册一年等价的注册费。

* 1. Charges for ICANN Fees. The Registry will immediately debit the Registrar’s RPA or account for any variable registry-level fees paid or to be paid by the Registry to ICANN relating to the Registrar and the Registrar’s transactions. The fee will consist of two components; each component will be calculated by ICANN for each Registrar:

ICANN 费用的收费。注册局将立即从注册商的 RPA 账户借记何注册局已支付或将支付给

ICANN 的相关可变费用。该费用由两部分构成；每部分都会由 ICANN 为每个注册商计算:

* + 1. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

相关可变费用的交易部分应由 ICANN 根据每个财政年度通过 ICANN 董事会的预算规定。

* + 1. The per-Registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

相关可变费用里每个注册商的部分应由 ICANN 根据每个财政年度通过 ICANN 董事会的

预算规定。

* 1. Non-Payment of Fees. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that the Registrar fails to adequately fund its RPA or fails to pay its Registration Fees in a timely manner, the Registry will issue a 15-day notice to the Registrar requesting the payment for all outstanding invoices. If, by the end of the notice period, all invoices remain unpaid, the Registry may, at its sole discretion:

不支付费用情况。根据本协议第 5 条，及时支付费用是履行本协议的重大条件。若注册商在

注册局处的存款不足，又未能及时支付其注册费用，注册局将开具通知要求注册商在 15 日内支付所有未付款项。若在通知期限过后，仍有款项待付，注册局可据其专有酌情权采取以下行动：

* + 1. stop accepting new or renewal registrations from the Registrar;

停止接受注册商新的注册、续期与转让；

* + 1. delete the domain names associated with invoices not paid in full from the Registry database;

从注册局数据库中完全删除与未付款项相关的域名；

* + 1. give written notice of termination of this Agreement pursuant to Section 6(a)(ii) (Miscellaneous: Term of Agreement and Termination: Termination for Cause) below; and/or

根据以下第 6 条（a）（2）作出的终止协议的书面通知（其他条款：协议期限和终止期 限：因故终止）；和／或

* + 1. pursue any other remedy under this Agreement.

寻求本协议内任何其他的补偿方式。

# Miscellaneous

其他条款

* 1. Term of Agreement and Termination.

协议期限和终止。

* + 1. Term of the Agreement; Revisions. The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the “Initial Term”). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, the Registrar elects not to renew, or the Registry ceases to operate the registry for the TLD. In the event that revisions to the Registry’s Registry-Registrar Agreement are approved or adopted by ICANN, the Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or the Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to the Registry; provided, however, that in the event the Registry does not receive such executed amendment or notice of termination from the Registrar within such thirty (30) day period of the date of the notice, the Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

协议期限；修订。本协议中列出的双方责任与义务于生效日期开始生效，直到生效日期之后的六十(60)个月终止（“初始期限”），包括最后一个自然月的最后一天。初始期限后，除非注册商选择不再续约，或注册局届时已不再运营该顶级域的注册局服务，否则本协议的一切条款将自动续约，为期五(5)年，直到协议根据其中条款终止。如注册局的注册局/注册商关系协议的修订版本得到 ICANN 的批准或采纳，注册商在得到协议修订通知之后的三十（30）日内进行审阅、评论并用修订后的协议代替本协议，或选择在得到协议修订通知之后的三十（30）个自然日内以书面形式通知注册局管理执行机构，立

即终止本协议。如注册局在前述三十（30）日期限内既未收到修正后的协议，也未收到注册商的终止通知，则视注册商在收到通知的第三十一(31)天已开始执行所述修订。

* + 1. Termination for Cause. In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

因故终止。若本协议的任何一方实质性违反本协议任何条约，包括协议的任何声明与保

证，并且未能在另一方发出相关书面通知后的三十（30）个自然日内于本质上改正违约行为，则非违约方可给对方发出书面通知，根据该通知上指定的时间终止本协议。

* + 1. Termination at Option of Registrar. The Registrar may terminate this Agreement at any time by giving the Registry thirty (30) days prior written notice of termination. 注册商终止权。注册商可在任何时候通过提前三十（30）日给注册局发送终止通知的方

式终止本协议。

* + 1. Termination Upon Loss of Registrar’s Accreditation. This Agreement shall terminate immediately in the event that the Registrar’s accreditation by ICANN, or its successor, is terminated or expires without renewal.

注册商失去认证时的协议终止。如注册商的 ICANN 或其继任者的认证终止或到期仍不

续约，本协议则将在前述认证终止时即刻终止。

* + 1. Termination in the Event that Successor Registry Operator is Named. This Agreement shall terminate in the event that ICANN, as appropriate, designates another entity to operate the registry for the TLD.

因指定后继注册局而致本协议的终止。如适用情况下，ICANN 指定另一主体来运营此顶

级域注册局，本协议将被立即终止。

* + 1. Termination in the Event of Bankruptcy. Registry may terminate this Agreement if the Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against the Registrar seeking relief, reorganization, or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator, or trustee of the Registrar’s property or assets or the liquidation, dissolution, or winding up of the Registrar’s business.

因破产而协议终止。如注册商被判破产或资不抵债，或根据破产法寻求解除债务、企业

重组及整理，或为了债权人的利益而寻求让与，或在解散清算的过程中寻求指派继承人、清算人或受托人，注册局可终止本协议。

1. Effect of Termination. Upon expiration or termination of this Agreement, the Registry will, to the extent it has the authority to do so, complete the registration of all domain names processed by the Registrar prior to the date of such expiration or termination, provided that the Registrar’s payments to the Registry for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, the Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed Registrar(s) of the Registry, in compliance with Part B of the Inter-Registrar Transfer Policy, or any other procedures established or approved by ICANN, and (ii) either return to the Registry or certify to the Registry the destruction of all data, software, documentation, and Confidential Information it has received under this Agreement. In the event of termination, the Registry reserves the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrants to other ICANN-accredited Registrars. All fees owing to the Registry shall be immediately due and payable.

协议终止的影响。本协议到期时，注册局将在其权力范围内完成所有在此协议到期或终

止日期前注册商已经手处理的域名注册，如注册商及时支付注册局所有费用。在协议到期或终止日期到来时，注册商应: (1)遵守注册商间转移政策的B 部分或任何 ICANN 设立或批准的程序，将其注册名称的赞助权转移至其他注册局许可的注册商；（2）注册商应适当地将通过本协议获得的所有数据、软件、文件和机密信息交回注册局，或向其证明该等信息已被销毁。如协议终止，注册局保留权利得立即联系任何所有注册人、以保证稳定、有序地将注册人转入其他受到 ICANN 委任的注册商。欠注册局的所有费用应立即到期并予以偿还。

1. Survival. In the event of termination of this Agreement, the following sections shall survive: (i) License; the Registrar’s Registration Agreement and Domain Name Dispute Policy; Indemnification Required of Registrants; Effect of Termination; No Third-Party Beneficiaries, Relationship of the Parties; Attorneys’ Fees; Dispute Resolution, Choice of Law, Venue; Use of Confidential Information; Limitation of Liability; Construction; Intellectual Property; and Indemnification; (ii) the Registrant’s obligations to indemnify, defend, and hold harmless the Registry, as stated in Section 2 (g) (ii); and (iii) the Registrar’s payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, but each Party shall be liable for any damage arising from any breach by it of this Agreement.

存续条款。如本协议终止，以下各条款将仍然有效：（1）使用许可；注册商的注册协

议和域名纠纷政策；注册人赔偿要求；协议终止影响；无第三方受益人，双方关系；律师费用；纠纷解决；适用法律、管辖地；机密信息使用；责任限制；协议解释；知识产权；及赔偿；（2）注册人有义务去赔偿、辩护并确保注册局免受如第 2 章节(g)（2）所述的任何索赔、费用及责任的损害；及（3）注册商的付款义务如第六部分所述关于本协议期限中产生的费用的部分。根据此协议条款，双方无需为本协议终止而给对方造成的损害负任何责任，但应对违反此协议而造成的损害承担责任。

* 1. No Third-Party Beneficiaries, Relationship of the Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action, or privilege. Nothing in this Agreement shall be construed as creating an employer- employee or agency relationship, a partnership or a joint venture between the Parties.

无第三方受益人，双方关系。此协议不提供也不应以为第三方（如非此协议中的双方），

含任何注册人提供任何赔偿、索赔、诉讼或特权的方式被解读。本协议中的任何内容都不

应解释为在协议双方之间建立雇主与雇员、代理、合伙或合资关系。

* 1. Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party’s reasonable control.

不可抗力。本协议双方无需为天灾、罢工、停工、政府行为或指示、战争、叛乱、内乱、

电信服务提供商普遍面临的器械或设施短缺、或其他合理控制范围之外的事件向对方负责。

* 1. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

额外保证。双方同意，如任何一方因需执行或证明本协议中预期的交易而要求对方提供合

理的文档或进行合理的行动，被要求方将如约执行。

* 1. Amendment in Writing. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties, except that Schedules may be amended by the Registry from time to time, subject to Registration Fees adjustment notices as per Section 5(a)(ii). Any new services approved by ICANN and purchased by the Registrar will be subject to such terms and conditions as may be established by the Registry through an appendix to this Agreement executed by the Registrar and the Registry.

书面修订。除非在本协议中声明，否则对本协议进行的任何修订或增补必须以书面方式进

行，并由双方及时执行，除注册局根据第 5 章（a）（2）所述注册费用调整通知，不时修改附录。经 ICANN 批准、并由注册商购买的新增服务，也受注册局对本协议增加的附件条款或注册商与注册局之间其他类似协议条款的约束。

* 1. Attorneys’ Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys’ fees, costs, and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

律师费。如任何一方发起与本协议及其条款的执行相关的法律行为或法律程序（包括仲

裁），则胜诉方有权在合理限度内收回律师费、开销与支出（以及胜诉方有权获得的其他补偿）。

* 1. Dispute Resolution, Choice of Law, Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement shall be exclusively governed by and construed in accordance with the People's Republic of China applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrar hereby irrevocably consents to the exclusive personal jurisdiction of the courts of the People's Republic of China, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the TLD, this Agreement, or the Registry policies. The exclusive venue for such action shall be the courts of the People's Republic of China. The Registrar waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrar waives any statutory or other right pursuant to the laws of the jurisdiction in which the Registrar resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction.

纠纷解决，适用法律和管辖地。双方应在采取诉讼程序前先尝试解决双方间任何纠纷。在

适用于签订并完全执行的合约时，在不考虑法律冲突原则下，此协议仅受中华人民共和国适用法律管辖并只据其解释。在此，注册人无条件同意，中华人民共和国法院拥有排他性司法管辖权，审理任意和任何直接针对注册局以及意图执行、解释或与域名、本协议、注册局政策相关或由其产生的索赔或争端，且是中华人民共和国法院是此类诉讼的唯一管辖地。注册人放弃因法院地点不便或其它任何原因而反对管辖地或司法管辖权的权利。注册商还放弃任何依照注册商所在地管辖法律法定权利或其他权利给予的在其管辖区审判或解决有关此协议的案件权利。

* 1. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by email or by fax during business hours) to the address or fax number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

通知。经本协议规定或允许、传递到协议任何一方的任何通知或其他通讯，应以书面形式

进行，在通过以下方式交付时应被视为正确交付收发（在办公时间内亲手交付、挂号邮寄、快递或速件服务交付、通过电子邮件或传真机发送），在无地址变更书面通知的情况下， 发至下列双方名称下方的地址或传真号：

if to Registrar: Registrar to provide appropriate contact information under separate cover.

如发送至注册商：注册商应另行提供适当的联系信息。

if to the Registry:

如发至注册局：

Registry:

Nawang Heli(Xiamen) Network Service Co.,Ltd

Attention: Notices

Physical Address:

China (Fujian) Free Trade Pilot Area Xiamen Area No. 97 Xiangyu Road Xiamen International Shipping Center D Building 8 Floor 03 Unit A 11 Telephone Number:

+86(0592)318-0008

注册局名称

纳网合力（厦门）网络服务有限公司

备注：通知

实体地址：中国（福建）自由贸易试验区厦门片区象屿路97号厦门国际航运中心D栋8层03单元A之十一

城市、州邮编：

福建省厦门市 361009

电话号码：

+86(0592)318-0008

with a copy to:

副本发至:

contact1@nicgouwu.com

* 1. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. The Registrar may not assign, sublicense, or transfer this Agreement to any third party without the prior written consent of the Registry. The Registry may assign its rights or obligations under this Agreement to an affiliate without the consent of the Registrar.

让与/转授权。除本协议另有明确规定，本协议各条款皆为保障协议双方的继承人和允许受

让人的利益而制订，并对其有约束力。如无注册局的书面许可，注册商不得将本协议让与、转授或转移至第三方。注册局可将其在本协议中的权利和义务让与给其分支机构，无需征 求注册商的同意

* 1. Assignment in Connection with Assignment of Agreement with ICANN. In the event that the Registry’s Registry Agreement with ICANN for a TLD is validly assigned, the Registry’s rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement. In the event that the Registrar’s accreditation agreement with ICANN for the TLD is validly assigned, the Registrar’s rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent Registrar assumes the duties of the Registrar under this Agreement.

与 ICANN 协议的让与致本协议的让与。如注册局与 ICANN 针对 TLD 的注册局协议有效让

与，注册局在本协议下的权利应被自动让与给注册局协议的受让人。如注册商和 ICANN 针对 TLD 的委任协议有效让与，注册商在本协议下的权利应被自动让与给委任协议受让人， 如是后继注册商将承担本协议项下的注册商责任。

* 1. Use of Confidential Information. During the term of this Agreement, each Party (the “Disclosing Party”) may disclose its Confidential Information to the other Party (the “Receiving Party”). Each Party’s use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions:

机密信息的使用。在本协议期限内，各方（“披露方”）可能会被另一方（“接收方”）要求披

露其机密信息。各方对另一方的机密信息的使用和披露应符合以下条款和条件：

* + 1. The Receiving Party shall treat as strictly confidential and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party including implementing reasonable physical security measures and operating procedures.

接收方应严格保密，并尽一切合理努力维护披露方的所有机密信息的保密性和机密性，

包括采取合理的具体安全措施和操作规程。

* + 1. The Receiving Party shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party’s officers, employees, contractors, and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the terms of this Confidentiality Agreement.

接受方不应将披露方的任何机密信息披露给他人；但是，如接收方是一家公司、合伙企

业或类似实体，则允许向接收方有明显需要知道这些机密信息的高级职员、员工、承包商和代理商披露，条件是接收方应告知这些人士这些机密信息的机密性质以及维持其机

密性所需的程序，并应要求他们以书面形式确认他们已阅读、理解并同意分别受本协议保密条款的约束。

* + 1. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

接收方同意，其使用披露方的任何机密信息仅仅是为了根据本协议的规定，行使其权利

或履行其义务，并无任何其他目的。

* + 1. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

接受方不得修改或移除披露方的任何机密信息里出现的任何机密说明和/或版权声明。

* + 1. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

接收方同意不在机密信息的基础上制作任何衍生作品。

* + 1. Notwithstanding the foregoing, this Subsection imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party’s expense. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

尽管有上述规定，本章节并无就下列信息对各方施加任何义务（1）在此披露前，已经

得到披露方的书面同意；或（2）已进入公有领域的信息，但并非接收方的过错；或（3）

在披露信息前，接收方已经知道的信息；或（4）是由接收方独立开发的信息，并未使用该机密信息；或（5）被披露方公布的信息，没有披露限制，或（6）受法律、法规或法院命令要求披露机密信息；如接收方受法律、法规或法院命令要求对披露方的任何机密信息进行披露，接收方将在披露这些机密信息前立即以书面形式通知披露方，以便披露方从适当的权威机构寻求保护令或其他适当的补救措施，相关费用由披露方承担。接收方同意配合披露方寻求这种指令或其他补救措施。接收方进一步同意，如披露方未能成功阻止相关法律机构有关披露机密信息的要求，接收方将只提供法定要求的那部分机密信息。

* 1. Delays or Omissions; Waivers. No failure on the part of either Party to exercise any power, right, privilege, or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege, or remedy under this Agreement, shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise or waiver of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege, or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

延迟或不作为；弃权条款。本协议任何一方未能或未能及时行使本协议项下的任何权力、

权利、特权或补救措施，皆不构成对该权力、权利、特权或补救措施的弃权；任何单一或 部分行使或放弃任何此类权力、权利、特权或补救措施的行为皆不应排除进一步行使该项 或任何其他权力、权利、特权或补救措施。任何一方都不应被视为已放弃任何因本协议而 产生的索赔，或本协议项下的任何权力、权利、特权或补救措施，除非对该索赔、权力、 权利、特权或补救措施的弃权以明确的书面形式正式签署，并代表该方正式交付；任何此 类弃权，除其所在的特定实例外，将不适用于任何其他情况或对任何其他情况有任何影响。

* 1. LIMITATION OF LIABILITY. IN NO EVENT WILL THE REGISTRY BE LIABLE TO THE REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO REGTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii)¥500,000.

## 责任限制。任何情况下任何一方都无需为本协议产生的或衍生的特殊性损害、间接损害、

连带损害、惩罚性损害及任何直接或间接的收入、利润损失承担责任，即使事前已被告知该损害或损失的可能性。任何情况下本协议双方所应承的本协议双方所应承的责任总额应以下列二者中数额较小的为最大上限：（1）过去十二（12）个月，根据本协议条款支付给注册局的已付款项总额，或（2）500,000人民币。

* 1. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

协议的解释。双方同意，在本协议的解释和解读过程中，如有歧义，不得使用对协议起草

方不利的法律理由进行解释。

* 1. Intellectual Property. Subject to Section 2(f) (“License”) above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes, and all other forms of intellectual property.

知识产权。根据上述第二章 f 部分（使用许可），双方将继续独立拥有各自知识产权，包括

所有的专利、商标、商号、服务商标、版权、商业秘密、专利处理方式和所有其他形式的知识产权。

* 1. Representations and Warranties.

声明与担保

* + 1. Registrar. The Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing; (2) it has all requisite corporate power and authority to execute, deliver, be bound by, and perform its obligations under this Agreement; (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor; (4) the execution, performance and delivery of this Agreement has been duly authorized by the Registrar; and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement.

注册商。注册商声明并担保：（1）其为股份有限公司经正式组建，有效存续，组织健

全，符合法律要求；（2）其具备必须的企业能力和权力，能够执行、达成和履行本协议中规定的义务并受其约束；（3）拥有、并在本协议有效期间一直拥有 ICANN 或其继任者的认证；（4）本协议的履行，执行，与完成情况经过其正式授权；（5）其签署本协议并履行相关义务无需从任何政府或管理机构获取额外的批准、授权或同意。

* + 1. The Registry. The Registry represents and warrants that: (1) it is a corporation duly organized, validly existing and in good standing under the laws of the People's Republic of China; (2) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement; (3) the execution, performance, and delivery of this Agreement has been duly authorized by the Registry; and (4) no further approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by the Registry in order for it to enter into and perform its obligations under this Agreement.

注册局。注册局声明并担保：（1）其为有限责任公司，经正式组建，有效存续，符合

中华人民共和国法律要求；（2）其具备必须的企业能力和权力，能够执行、履行和达成本协议中规定的义务；（3）协议的执行与完成情况经过其正式授权；（4）其签署本协议并履行相关义务无需从任何政府或管理机构获取额外的批准、授权或同意。

* + 1. DISCLAIMER OF WARRANTIES. THE EPP, APIS, SOFTWARE, AND DATA ARE PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE EPP, APIS, OR SOFTWARE WILL MEET THE REGISTRAR’S REQUIREMENTS, OR THAT THE OPERATION OF THE EPP, APIS, OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE EPP, APIS, DATA, OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, THE REGISTRY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIS, SOFTWARE, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIS, SOFTWARE, OR DOCUMENTATION PROVE DEFECTIVE, THE REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF THE REGISTRAR’S OWN SYSTEMS AND SOFTWARE.

## 免责声明。EPP、API 及数据皆按“现状”提供，不提供任何形式的担保。注册局明确表示

不提供任何明示或暗示的担保和/或或条件，包括但不限于：对适销性或质量满意度， 对某个特定用途的适用性，以及对不侵犯第三方权利的默示担保和条件。注册局不保证 EPP、API 及软件将满足注册商的要求，或对其进行的操作将不被中断或无差错，也不保证其包含的任何缺陷将得以纠正。此外，注册局对 EPP、API、软件或其相关文档的使用或结果在正确性、准确性、可靠性或其它方面不做担保或任何声明。如 EPP、API、软件或文件被证明有缺陷，注册商须承担对自己系统和软件的必要维修、修理或改正的 所有费用。

* 1. Indemnification. The Registrar, at its own expense and within thirty (30) days of presentation of a demand by the Registry under this paragraph, will indemnify and hold harmless the Registry and its employees, directors, officers, representatives, affiliates, delegees, shareholders, agents, successors, and/or assigns, against any claim, suit, action, or other proceeding brought against the Registry or any affiliate of the Registry based on or arising from any claim or alleged claim (i) relating to any product or service of the Registrar; (ii) relating to any agreement, including the Registrar’s dispute policy, with any Registrant of the Registrar; or (iii) relating to the Registrar’s domain name registration business, including, but not limited to, the Registrar’s advertising, domain name application process, systems, and other processes, fees charged, billing practices, and customer service; provided, however, that in any such case: (a) the Registry provides the Registrar with prompt notice of any such claim, and (b) upon the Registrar’s written request, the Registry will provide to the Registrar all available information and assistance reasonably necessary for the Registrar to defend such claim, provided that the Registrar reimburses the Registry for its actual and reasonable costs and expenses. The Registrar will not enter into any settlement or compromise of any such indemnifiable claim without the Registry’s prior written consent, which consent shall not be unreasonably withheld. The Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys’ fees and costs awarded against or otherwise incurred by the Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

赔偿。注册商在自己承担费用的情况下，在注册局管理执行机构根据本章节的规定出示其

要求后的 30 日内，将赔偿和确保注册局及其雇员、董事、管理人员、员工、代表、代理商、分支机构、受托人、股东、继任者、和/或受让人、免受任何基于或由于任何符合下列描述 的索赔或指控索赔引起的针对注册局及其分支机构的任何索赔、官司、起诉、诉讼或其他 程序：（1）有关注册商的任何产品或服务的；（2）事关注册商与任何注册商的注册人达 成的任何协议的，包括其争议政策；（3）与注册商域名注册业务相关的，包括但不限于其 广告宣传、域名注册过程、系统及其他流程、收取的费用、计费行为，及客户服务。但是， 如该情况为：（a）注册局针对此类索赔为注册商提供了及时的通知；（b）如注册商为注 册局报销真实合理的开销和支出，注册局将在必要、合理的限度内为注册商提供一切可供 调用的信息和协助，帮助其针对索赔进行辩护。注册商在注册局不在场的情况下不得对任 何索赔进行和解或妥协，除非事先已经获得注册局管理执行机构和/或注册局服务提供商的 书面同意（如果适用）。注册局不得对该书面同意进行不合理的拖延。无论是否与本协议 其他内容冲突，注册商将承担与任何索赔、诉讼、法律行为、法庭审理相关或由之产生的 费用、损失及开销，包括但不限于：合理的双方律师费用；与由之产生相关的任何赔偿、 诉讼、法律行为、法庭审理，本应由注册局承担、或注册局造成的费用。

* 1. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

协议的完整性及可分割性。本协议构成协议双方之间关于本协议诉讼标的之全部协议，并 取代之前有关该事务的口头或书面的任何协议、陈述、声明、谈判、谅解、建议或口头或书面承诺。双方同意，如本协议的任何条款被视为非法、无效或不可知性，则按照双方意愿，在容许的限度内尽量执行。同时，其他条款的有效性、合法性、可执行性不受任何影 响。根据双方意愿，双方将本着诚信原则进行协商，对不可执行的条款进行修订，尽可能反映双方的意愿。

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below.

兹证明，本协议已由双方于以下日期签署。

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| for Registry by注册局： |  |  |  | for Registrar by注册商: |  |  |
|  |  |  |  |  |  |  |
|   |   |   |  |   |   |   |
| Signature签名 |  |  |  | Signature签名 |  |  |
|  |  |  |  |  |  |  |
|   |   |   |  |   |   |   |
| Name姓名 |  |  |  | Company Name 公司名称  |  |  |
|  |  |  |  |  |  |  |
|   |   |   |  |   |   |   |
| Title职位 |  |  |  | Name 姓名 |  |  |
|  |  |  |  |  |  |  |
|   |   |   |  |   |   |   |
| Date 日期 |  |  |  | Title 职位 |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |   |   |   |
|  |  |  |  | Date 日期 |  |  |
|  | **Listed TLDS:****所涉及的顶级域列表****.xn--g2xx48c** |  |  |  |  |  |
|  |  |  |  |   |   |   |
|  |  |  |  | IANA ID: |  |  |

RRA Data Processing Addendum

RRA数据处理附录

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.

此RRA数据处理附录（以下简称“数据处理附录”）是由以下签名的注册管理机构（以下简称“注册局”）与注册服务机构（以下简称“注册商”）（单独称为“一方”，合称为“双方”）共同制定的。该协议自2018年5月25日起生效，并补充了双方之间签署的注册局-注册商协议（“ RRA”）的条款和条件。如果经修订的RRA（包括其任何附件）与本数据处理附录之间存在任何冲突，则以本数据处理附录的条款为准。在下文中未进行定义的以大写字母开头的术语以RRA中明确的含义为准。

1. INTRODUCTION

引言

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.

本数据处理附录规定了双方根据RRA处理共享个人数据的责任，旨在确保以安全且符合适用法律及其定义的目的的方式处理共享个人数据。尽管此数据处理附录是作为注册局和注册商之间签订的RRA的附录执行，但其处理目的通常是在ICANN作为控制人的指导或要求下进行的。根据RAA进行某些处理的目的也可以由注册商或注册局（分别作为控制人）指示。

1. DEFINITIONS

定义

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.

适用协议。包括本数据处理附录，《注册服务商认可协议》（“ RAA”），《注册管理机构协议》（“ RA”）和RRA，因为这些文件适用于任何单独的缔约方。

1. 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.

适用法律。通用数据保护条例（2016/679）（“ GDPR”），电子通信数据保护指令（2002/58 / EC），2003年隐私和电子通信（EC指令）条例（SI 2426/2003）（经修订） 以及全球范围内与处理共享个人数据有关的所有其他适用法律和法规，包括其后续更新或修改版本。

1. Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.

披露方。指将共享的个人数据转移到接收方的一方。

1. 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.

数据保护局。指本数据处理附录的缔约方在成员国或其他地区已建立或已被确定为其主要监管，或对缔约方具有管辖权的相关或适用的监管数据保护机构。

1. Data Security Breach. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.

数据安全漏洞。导致意外或非法破坏，丢失，更改，未经授权的披露或访问共享个人数据，并且如下文第6节中进一步规定的安全问题。

1. Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.

数据主体。指可以直接或间接（特别是通过参考个人数据）进行识别的可识别自然人。

1. 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.

个人数据。表示可以直接使用或间接识别数据主体的任何个人信息，例如姓名，身份证号码，位置数据，线上标识符或与该自然人有关的个人身体，生理，遗传，精神，经济，文化或社会身份。

1. 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.

处理。指对共享个人数据执行的任何操作或一组操作，无论是否通过自动化方式进行，包括收集，记录，组织，结构化，存储，改编或更改，检索，咨询，使用，通过传输披露，传播或以其他方式进行，校准或组合，限制，擦除或破坏。本文所使用的处理中，处理，已处理的或其他衍生词将具有相同的含义。

1. Purpose(s). Has the meaning provided in Section 3 below.

目的。具有下面第3节中提供的含义。

1. Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.

接收方。表示从披露方接收共享个人数据的一方。

1. 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.

注册数据。指注册商根据RAA收集，并根据RAA和RA需要与注册局共享的数据。

1. Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

共享个人数据。指包含在注册数据内字段中并根据适用协议进行处理的个人数据。

1. 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.

临时规范。指ICANN董事会于2018年5月17日通过的“ gTLD注册数据临时规范”，该规范可能会不时修订或补充。

1. PURPOSE, SUBJECT MATTER, AND ROLES

目的，主题和角色

1. 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.

目的。在本数据处理附录下双方对共享个人数据进行处理的目的仅是为了提供，服务，管理和维护域名，这是根据与ICANN签订的适用协议对注册局和注册商的要求进行的，其中包括确保域名系统的稳定性和安全性，并支持合规，适当和合法使用双方提供的服务。仅共享的个人数据受本数据处理附录的条款约束。

1. 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.

主题。本数据处理附录规定了本节所述保护共享个人数据目的的框架，并定义了双方应遵守的原则和程序以及双方应负的责任。双方均承认并同意，依照目的所必需的处理应在不同阶段进行，或者有时甚至由双方同时进行。因此，此数据处理附录需确保任何处理共享个人数据的情况，均遵守适用法律的要求。

1. 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:

角色和责任。双方承认并同意，就本数据处理附录目的而言，在处理共享个人数据方面：

1. The details of Processing are established and set forth in Annex 1;

处理的细节在附件1中建立并列出；

1. 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

各方和ICANN均可充当临时规范附录C中指定的共享个人数据的控制人或处理人；和

1. 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.

尽管ICANN，注册局和注册商在根据适用协议处理注册数据的生命周期中可以各自扮演控制人或处理人的角色或其他角色，但出于本数据处理附录的目的，仅注册局和注册商的角色适用。

1. 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.

在详细说明本协议项下的各自或共有的权利，义务，职责或责任时，如果未明确提及或注明目的或主题，则双方仍应相互承认并同意，目的或主题是并将始终是进行和执行正当和合法处理的基础。

1. FAIR AND LAWFUL PROCESSING

公平合法的处理

1. Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.

各方应确保其按照本数据处理附录和适用法律公平，合法地处理共享的个人数据。

1. Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:

各方应确保其基于以下法律依据之一处理共享的个人数据：

1. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;

数据主体已同意出于一个或多个特定目的处理其个人数据；

1. 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;

为了履行数据主体所参与的合同，或者为了在数据主体订立合同之前根据数据主体的要求采取步骤而有必要进行处理；

1. Processing is necessary for compliance with a legal obligation to which the Controller is subject;

为了遵守控制人应承担的法律义务而有必要进行处理；

1. 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

出于控制人或第三方追求的合法利益的目的而有必要进行处理，但该等权益被数据主体的权益或基本权利及自由所覆盖而需要保护个人资料的情况除外；要么

1. 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.

为执行出于公共利益或行使控制人赋予的官方权力的任务而有必要进行处理。

1. PROCESSING SHARED PERSONAL DATA

处理共享的个人数据

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.

各方均同意，他们负责根据适用法律和本数据处理附录处理共享的个人数据。双方应在必要的范围内充分合作，以根据适用法律的要求和/或应任何数据主体的要求对个人数据进行更正，修改，限制或删除。

1. 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).

缔约方只能将与欧盟个人有关的共享个人数据转移到欧洲经济区（“ EEA”）之外（或者，如果此类共享个人数据已经在EEA之外，则转移到也在EEA之外的任何第三方），并遵守本数据处理附录的条款和适用法律的要求，适用法律包括欧盟委员会的任何有关充分性决定或使用欧盟“标准合同条款”。如果要求在缔约方之间执行欧盟与非欧盟国家之间的数据传输标准合同条款，则可以在以下网址找到并下载这些标准条款，并将其作为本数据处理附录的一部分并入本文：https：// eur -lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087（或可能不时更新的链接位置）。

1. 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.

如果一方认为适用协议中ICANN的指示或要求违反了任何适用法律，则必须立即通知另一方和ICANN。

1. 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.

必须将所有共享个人数据视为严格机密，并且缔约方必须将共享个人数据的机密性质通知所有参与处理共享个人数据的雇员或经批准的代理商，并确保所有此类个人或各方均已签署适当的保密协议，以保持共享个人数据的保密性。

1. 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:

一方处理共享的个人数据时，承认并同意其有责任根据所有适用法律采取适当的组织和安全措施，以保护此类共享的个人数据。本数据处理附录的第5节进一步列举了适当的组织和安全措施，但通常必须包括：

1. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;

采取措施确保只有依据本数据处理附录目的获得授权的个人才能访问共享的个人数据；

1. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;

在必要或适当时对共享个人数据进行匿名化和加密；

1. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;

确保其处理系统和服务的持续保密性，完整性，可用性和弹性；

1. The ability to restore the availability and access to Shared Personal Data in a timely manner;

及时恢复可用性和对共享个人数据的访问的能力；

1. 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

定期测试，评估技术和组织措施的有效性，以确保处理共享个人数据的安全性；和

1. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.

识别系统中共享个人数据处理漏洞的措施。

1. 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.

如果接收方与任何分包商，供应商或其他第三方签订合同以促进其适用协议的履行，接收方必须与该第三方签订书面协议以确保该第三方也遵守本数据处理附录的条款。

1. 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.

缔约方雇用分包商，供应商或其他第三方以促进其在本数据处理附录下的履行，如此类第三方未能履行其在本数据处理下（或要求第三方承担接收方在本数据处理附录下应承担的相等义务的类似合同）或适用法律的义务，缔约方应该且将承担全部责任。

1. 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.

各方应自费抗辩，赔偿并使另一方免受因以下原因引起的或与之相关的所有索赔，责任，成本和费用：（i）数据安全漏洞，（ii）违反适用法律，以及（iii）违反本数据处理附录的规定，但原因是违反方的疏忽，故意或蓄意的作为或不作为。

1. 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.

各方应就共享个人数据确保其隐私权声明清晰明了，并向数据主体提供足够的信息，以使他们了解共享个人数据中包括了哪些个人数据，以及在何种情况下将被共享，共享个人数据的目的以及接收共享个人数据方的身份或对将接收共享个人数据方的组织类型的描述。

1. 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.

双方承诺告知数据主体其将处理共享个人数据的目的，并根据适用法律提供其必须提供的所有信息，以确保数据主体了解其个人数据将被如何处理。

1. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

共享个人数据与上述中的目的不得无关或超出其范围。

1. 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.

缔约方应遵守数据主体的指示，确保共享的个人数据准确无误。如果任何一方意识到共享个人数据中的错误之处，他们将在必要时通知其他各方，以便及时纠正这些数据。

1. SECURITY

安全性

1. 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.

披露方应通过采取适当的保护措施和技术信息安全控制措施，对向接收方传输的任何共享个人数据的传输安全负责。

1. 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:

各方同意采取适当的技术和组织措施，以保护其拥有的共享个人数据免遭未经授权或非法处理以及意外丢失，破坏，损坏，更改或披露，包括但不限于：

1. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;

确保IT设备（包括便携式设备）在无人值守的情况下保持在可锁定区域内；

1. Not leaving portable equipment containing the Shared Personal Data unattended;

严禁无人看管包含共享个人数据的便携式设备；

1. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;

确保使用适当的安全密码登录包含共享个人数据的系统或数据库；

1. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;

确保所有IT设备均受到防病毒软件，防火墙，密码和适当的加密设备的保护；

1. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;

在必要或适当的情况下，使用行业标准的256位AES加密或其他适当的等效方法；

1. 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;

对相关数据库和系统的访问限制设置为需要访问共享个人数据的高级管理人员，员工，代理商，供应商和分包商，并确保建立密码安全性机制以防止在个人离职后仍可访问数据；

1. 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;

考虑到处理的性质，范围，背景和目的以及自然人的权利和自由变化的可能性和严重性的风险时，且在适当考虑了所保存的数据性质，实施成本以及最新技术水平的情况下，必要时，需对系统进行定期威胁评估或渗透测试；

1. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and

确保所有处理共享个人数据的授权人员已了解其在处理共享个人数据方面的责任；和

1. 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.

允许控制人就所采取的安全措施进行检查和评估，或根据要求提供采取这些措施的证据。

1. SECURITY BREACH NOTIFICATION

安全漏洞通知

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.

通知时间。如果一方知道子处理器对共享个人数据的任何数据安全违规行为，并且这种违规行为对该数据处理附录有重大影响，或者可能对双方有重大影响，相关方应立即通知各方，并且相关方应立即提供有关此事件可能/将对受影响方造成的影响的反馈，包括对数据主体的权利和自由的预期影响（如果适用）。此类通知需尽快提供，但无论如何应不迟于检测到数据安全漏洞后的24小时。本节中的任何内容均不应解释为限制或更改当事方根据适用法律的任何通知义务。

1. 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:

通知格式和内容。数据安全违规的通知将以书面形式发送给双方确认的信息/管理联系人，尽管通信可能首先通过电话进行。必须尽可能向通知方提供以下信息，并随着其他信息的出现进一步更新：

1. A description of the nature of the incident and likely consequences of the incident;

事件性质和事件引起的可能后果的描述；

1. Expected resolution time (if known);

预期的解决时间（如果知道）

1. 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;

描述为解决该事件而采取或提议采取的措施，包括减轻其可能对缔约方和/或共享个人数据造成不利影响的措施；

1. 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

可能受事件影响的共享个人数据和个人的类别和大概数量，以及事件对该共享个人数据和相关个人造成的可能后果；和

1. The name and phone number of a representative the Party may contact to obtain incident updates.

缔约方可以联系以获得事件更新进度的代表人的姓名和电话号码。

1. 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.

安全资源。双方可以在达成共同协议后，从其安全小组提供资源来协助确定的数据安全漏洞，以履行其在适用法律或其他通知义务或要求下与数据安全漏洞通知有关的义务。

1. 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.

失败的安全事件。失败的安全事件将不受此数据处理附录的条款的约束。失败的安全事件是指不会导致未经授权的访问或获取共享个人数据的事件，并且可能包括但不限于对防火墙或边缘服务器的ping和其他广播攻击，端口扫描，未成功的登录尝试，拒绝服务攻击，数据包嗅探（或其他未经授权而无法访问标头的流量数据）或类似事件。

1. 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:

其他通知要求。就本节而言，还要求缔约方根据本节提供通知，以响应：

1. A complaint or objection to Processing or request with respect to the exercise of a Data Subject’s rights under Applicable Laws; and

对处理或请求行使适用法律规定的数据主体权利的投诉或异议；和

1. 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.

政府官员，监管机构或执法机构对共享个人数据的调查或查封，或有迹象表明打算进行此类调查或查封。

1. DATA SUBJECT RIGHTS

数据主体权利

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.

控制人有义务回应数据主体的要求，该数据主体的个人数据正在根据本数据处理附录进行处理，并且希望根据适用法律行使其任何权利，包括但不限于：（i）访问和更新的权利； （ii）数据携带权； （iii）删除权； （iv）纠正权； （v）反对自动决策的权利；或（vi）反对处理的权利。

1. 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.

数据主体有权通过主体访问请求（“主体访问请求”）获得有关其个人数据处理的某些信息。双方应保留主体访问请求，做出的决定和交换的任何信息的记录。记录必须包括信息请求的副本，访问和共享的数据的详细信息以及（如果相关）与该请求有关的任何会议记录，信函或电话记录。

1. 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.

双方同意，接受主体访问请求的一方应承担与该方持有的个人数据有关的责任，但以控制人的最终决定为准。

1. 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.

双方同意相互提供必要的合理及时的协助（在此类协助请求后的5个工作日内），以使双方能够遵守主体访问请求并响应数据主体的任何其他查询或投诉。

1. DATA RETENTION AND DELETION

数据保留和删除

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.

无论本协议其他条款如何规定，双方仅在执行目的或根据临时规范并在适用法律允许的情况下保留必要的共享个人数据，此后必须相应删除或返还所有共享个人数据。

1. TRANSFERS

转移

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:

就本数据处理附录而言，个人数据的传输包括共享个人数据的任何共享，并且应包括但不限于以下内容：

1. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;

出于本数据处理附录或任何适用协议中预期的目的在双方之间进行的转移；

1. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;

在上述目的条款的有效法律基础上与任何其他第三方披露共享个人数据；

1. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;

通过任何媒介发布共享个人数据，包括但不限于公共注册数据目录服务；

1. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and

接收方将任何共享的个人数据从EEA内部传输和存储到EEA外部的服务器；和

1. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.

授予位于EEA之外的任何第三方访问共享个人数据的权限。

1. 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.

在不能确保为共享的个人数据提供充分和等效的保护时，任何一方均不得在EEA之外披露或转移共享的个人数据。

1. RESOLUTION OF DISPUTES

争议解决

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.

如果数据主体或适用的数据保护局就共享个人数据的处理对任何一方提出争议或主张，则有关各方将相互告知有关此类争议或主张，并将合作以便及时解决问题。

1. 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.

双方同意应对由数据主体或数据保护局发起的任何普遍可用的非约束性调解程序。如果他们确实参加了诉讼，则当事方可以选择远程参加（例如通过电话或其他电子方式）。双方还同意考虑参加针对数据保护纠纷而制定的任何其他仲裁，调解或其他争端解决程序。

1. 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.

对于数据安全漏洞或本数据处理附录的任何违约，每一当事方均应遵守投诉方成立国主管法院的裁决或有关数据保护局的任何有约束力的裁决。

1. IMPACT OF CHANGES; NEW GUIDANCE

变化的影响；新指导

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.

如果ICANN理事会通过了对临时规范的更改（“触发事件”），则注册局可以将该更改通知注册商，并且在ICANN将更新的临时规范发布到其网站后，这些更改也将被采用并纳入其中，自动添加到此数据处理附录中。

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.

注册商将有三十（30）天的时间接受或拒绝建议的更改；拒绝可能导致RRA终止。如果注册商在发出通知后的三十（30）天内未回复，则视为已接受对数据处理附录的更改（如适用）。

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.

如果适用法律发生变更，导致数据处理附录不足以达成合法处理共享个人数据的目的，并且没有触发事件，则双方同意，双方将真诚协商根据新法律审查和更新本数据处理附录。

Annex 1

附件1

DETAILS OF THE PROCESSING

处理细节

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.

处理的性质和目的。双方仅在必要时根据适用协议进行处理，并遵守本数据处理附录（包括数据主体的进一步指示）处理共享的个人数据。

1. 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.

处理的持续时间。双方将在本数据处理附录适用的RRA期限内处理共享的个人数据，但如果超过该期限，除非有达成其他书面协议，否则在处理期间将遵守本数据处理附录的条款。

1. 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:

个人数据类型。数据主体向注册商购买域名时，可提供以下共享个人数据：

Registrant Name: Example

注册人姓名：示例

Registrant Street: 1234 Admiralty Way

登记街道：金钟道1234号

City: Marina del Rey

城市：玛丽安德尔湾

State/Province: CA

州/省：加利福尼亚州

Postal Code: 90292

邮政编码: 90292

Country: US

国家：美国

Phone Number: +1.3105551212

电话号码：+1.3105551212

Fax Number: +1.3105551213

传真号码：90292

Email: registrant@example.tld

电子邮件：registrant@example.tld

Admin Contact: Jane

管理员联络人：Jane

Registrant Phone Number: +1.3105551214

注册人电话号码：+1.3105551214

Fax Number: +1.3105551213

传真号码：+1.3105551213

Email: janeregistrar@example-registrant.tld

电子邮件：janeregistrar@example-registrant.tld

Technical Contact: John Geek

技术联系人：John Geek

Phone Number: +1.3105551215

电话号码：+1.3105551215

Fax Number: +1.3105551216

传真号码：+1.3105551216

Email: johngeek@example-registrant.tld

电子邮件：johngeek@example-registrant.tld