Exhibit A
Registration Agreement

1. **IN THIS REGISTRATION AGREEMENT** ("Agreement"), “Registrant”, "you" and "your" refers to the Registrant of each domain name registration, "we", “us" and "our" refers to Tucows.com Co., and “Services” refers to the domain name registration services provided by us as offered through _____, the Registration Service Provider (“Reseller”). Any reference to a “registry,” “Registry” or “Registry Operator” shall refer to the registry administrator of the applicable TLD or ccTLD. This Agreement explains our obligations to you, and explains your obligations to us for the Services. By agreeing to the terms and conditions set forth in this Agreement, you are also agreeing to be bound by the rules and regulations set forth by a registry for that particular registry only.

2. **SELECTION OF A DOMAIN NAME.** You acknowledge and agree that we cannot guarantee that you will obtain a desired domain name registration, even if an inquiry indicates that a domain name is available at the time of your application for same. You represent that, to the best of the your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly to be used, infringes upon the legal rights of a third party and further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose. During the period following registration of a domain name and the appointment of active name servers, we may post a stagnant web page and any revenues generated from same shall be for our own account.

3. **FEES.** As consideration for the Services, you agree to pay Reseller the applicable service(s) fees prior to the effectiveness of a desired domain name registration or any renewal thereof. All fees payable hereunder are non-refundable even if your domain name registration is suspended, cancelled or transferred prior to the end of your current registration term. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process, and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You represent that the Account Information and all other statements put forth in your application are true, complete and accurate. Both Tucows and each registry reserves the right to terminate your domain name registration if: (i) information provided by you or your agent is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive; or (ii) you have failed to maintain, update and keep your Account Information true, current, complete, accurate and reliable. You acknowledge that a breach of this Section 3 will constitute a material breach of our Agreement, which will entitle either us or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to you.

4. **TERM.** This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

5. **MODIFICATIONS TO AGREEMENT.** You acknowledge that the practice of registering and administering domain names is constantly evolving; therefore, you agree that Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website. Your continued use of the domain name registered to you will constitute your acceptance of this

Agreement with any revisions. If you do not agree to any change, you may request that your domain name registration be cancelled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

6. **MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use the Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.

7. **NO GUARANTY.** You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

8. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the dispute policy adopted by the applicable registry. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding your domain name, Tucows may, at its sole discretion, suspend your ability to use your domain name or to make modifications to your registration records until (i) Tucows is directed to do so by the judicial or administrative body, or (ii) Tucows receives notification by you and the other party contesting your domain that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration or use of your domain name, Tucows may deposit control of your registration record into the registry of the judicial body by supplying a party with a registrar certificate from us.

9. **POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy, (1) to correct mistakes by us or a registry in registering the name or (2) for the resolution of disputes concerning the domain name.

10. **AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you will secure the agreement of any third party to the terms and conditions in this Agreement

11. **ANNOUNCEMENTS.** We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

12. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the initial registration of your domain name. Tucows and its directors, employees, affiliates, subsidiaries, agents and third party providers, ICANN and the applicable registries shall not be liable for any direct, indirect, incidental, special or consequential

damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

13. **INDEMNITY.** You agree to release, indemnify, and hold Tucows, its contractors, agents, employees, officers, directors and affiliates, ICANN, the applicable registries and their respective directors, officers, employees, agents and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties arising out of or relating to the registration or use of the domain name registered in your name, whether used by yourself, licensed to a third party or pursuant to the Whois Privacy Service, including without limitation infringement by you or a third party with access to your Account Identifier and Password. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in the suspension or cancellation of your domain name. This indemnification obligation will survive the termination or expiration of this Agreement.

14. **TRANSFER OF OWNERSHIP.** The person named as Registrant on the Whois shall be the registered name holder. The person named as administrative contact at the time the controlling account identifier and password are secured shall be deemed the designate of the Registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the “Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by us in our sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void.

15. **RENEWALS AND FORFEITURE.** Domain names are registered for a finite period of time. You will receive reminders immediately prior to the expiration of your registration inviting you to renew your domain name. In the event that you fail to renew your domain name in a timely fashion, your registration will expire and we may, at our discretion, elect to assume the registration and may hold it for our own account, delete it or we may sell it to a third party. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration and that any expired domain name may be made available for registration by a third party.

If you fail to renew your registration, your domain name may cease to resolve and visitors to your site may be redirected to a default page informing them that the site is no longer in service. This parked or default page may feature advertisements posted by us for our own account.

If we have elected to renew the registration, you will be entitled to a grace period during which you may re-register the domain name from us. Additional costs may apply. During this grace period, we may post a parked page and/or may revise the “Whois” registration records to include either our

information or that of your Reseller. The domain name may also be listed for auction. If the name is sold during any such auction, it will be acquired by a third party on a provisional basis and will remain available for re-registration by you during our stated grace period. If you do not re-register the domain name during the grace period, the auction sale will be concluded.

If you fail to renew your domain name registration during the grace period, you acknowledge that you have abandoned the domain name and that it is available for sale and registration by any third party.

16. **BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

17. **DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

18. **INFORMATION.** As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:

(a) your name and postal address (or, if different, that of the domain name holder);

(b) the domain name being registered;

(c) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;

(d) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and

(e) the name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

Any voluntary information we request is collected in order that we can continue to improve the products and services offered to you through your Reseller.

19. **DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to

ICANN, to the registry administrators, law enforcement agencies and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by ICANN and applicable laws.

(a) You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

(b) You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

(c) We will not process or maintain data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

(d) We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized disclosure, alteration or destruction of that information.

20. **OBLIGATION TO MAINTAIN WHOIS.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by ICANN or an applicable registry policy.

21. **REVOCATION.** We, in our sole discretion, reserve the right to deny, cancel, suspend, transfer or modify any domain name registration to correct a mistake, protect the integrity and stability of the company and any applicable registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

22. **INCONSISTENCIES WITH REGISTRY POLICIES.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

23. **NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

24. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been

obtained by the sender. E-mail notification to Tucows must be sent to lhutz@tucows.com. Any notice to you will be sent to the e-mail address provided by you in your Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to:

Tucows.com Co.
Registrant Affairs Office
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA
Attention: Legal Affairs

and in the case of notification to you shall be sent to the address specified in the "Administrative Contact" in your Whois record.

25. **ENTIRETY.** You agree that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable registry or other governing authority, are the complete and exclusive agreement between you and us regarding our Services.

26. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

27. **INFANCY.** You attest that you are of legal age to enter into this Agreement.

28. **FORCE MAJEURE.** You acknowledge and agree that neither we nor the applicable registry shall be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

29. **PRIVACY.** Information collected about you is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: http://www.tucows.com/privacy.html

30. **CONTROLLING LANGUAGE.** In the event that you are reading this Agreement in a language other than the English language, you acknowledge and agree that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

31. **TLD'S.** The following additional provisions apply to any domain names that you register through Tucows with the various registries:

(a) **.com/net Domains:** In the case of a ".com" or ".net" registration, the following terms and conditions will apply:

(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry; these policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(b) **.org Domains:** In the case of a ".org" registration, the following terms and conditions will apply:

(i) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Dom ain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(ii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

(c) **.info Domains:** In the case of a ".info" registration, the following terms and conditions will apply:

(i) Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract;

(ii) Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;

(iii) For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario;

(iv) Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

(d) **.biz Domains.** In the case of a ".biz" registration, the following terms and conditions will apply:

(i) .biz Restrictions. Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

(A) to exchange goods, services, or property of any kind;

(B) in the ordinary course of business; or

(C) to facilitate (i) the exchange of goods, services, information or property of any kind; or (ii) the ordinary course of trade or business.

For more information on the .biz restrictions, which are incorporated herein by reference, please see: http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm.

(ii) Selection of a Domain Name. You represent that:

(A) the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;

(B) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(C) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;

(D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation;

(E) you have the authority to enter into this Registration Agreement; and

(F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

(iii) Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:

(A) your full name;

(B) your postal address;

(C) your e-mail address;

(D) your voice telephone number;

(E) your fax number (if applicable);

(F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;

(G) the IP addresses of the primary nameserver and any secondary nameserver

(e) **.name Domains.** In the case of a ".name" registration, the following terms and conditions will apply:

(i) .name Restrictions. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

(ii) .name Representations. As a .name domain name registrant, you hereby represent that:

(A) the registered domain name or second level domain ("SLD") e-mail address is your Personal Name.

(B) the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete,

(C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;

(E) the registration satisfies the Eligibility Requirements found at: http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm; and

(F) you have the authority to enter into this Registration Agreement.

(iii) **E-mail Forwarding Services.** The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding.

You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. This includes, but is not limited to the Acceptable Use Policy, available at http://www.nic.name/downloads/aup.pdf as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use e-mail forwarding:

(A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or

(D) for spamming, which includes, but is not restricted to, the mass mailing of

32. **ccTLD'S**

(a) **.at Domains.** In the case of a ".at" registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.at/en/service/legal_information/terms_conditions/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(b) **.be Domains.** In the case of a ".be" registration, the following terms and conditions will apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.dns.be/en/home.php?n=51. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.dns.be/en/home.php?n=53.

(c) **.ca Domains.** In the case of a ".ca" registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.cira.ca/en/cat_Dpr.html. Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

(iii) Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.

(iv) Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.cira.ca/en/doc_Registrar.html. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(v) You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, it's failure or refusal to renew a domain name registration, it's registration of a domain name, it's failure or refusal to renew a domain name registration, it's renewal of a domain name registration, it's failure or refusal to transfer a domain name registration, it's transfer of a domain name registration, it's failure or refusal to maintain or modify a domain name registration, it's maintenance of a domain name registration, it's modification of a domain name registration, it's failure to cancel a domain name registration or it's cancellation of a domain name registration from the Registry;

(d) **.cc Domains.** In the case of a ".cc" registration, the following terms and conditions will apply:

(i) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.nic.cc/policies/dispute.html. Please take the time to familiarize yourself with this policy.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at: http://www.enic.cc/en-def-c2689f094aa0/en/policies/policies.shtml. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(e) **.ch Domains.** In the case of a ".ch" registration, the following terms and conditions shall apply:

(i) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.switch.ch/id/terms. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(ii) Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.switch.ch/id/disputes/rules. Please take the time to familiarize yourself with this policy.

(f) **.cn Domains.** In the case of a ".cn" registration, the following terms and conditions shall apply:

(i) "Registry" means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;

(ii) "Registry Gateway" means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People's Republic of China;

(iii) "Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People's Republic of China.

(iv) Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to:

(A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");

(B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC;

(C) harm national honour and national interests of the PRC;

(D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC;

(E) spread rumours, disturb public order or disrupt social stability of the PRC;

(F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;

(G) insult, libel against others and infringe other people's legal rights and interests in the PRC; or

(H) take any other action prohibited in laws, rules and administrative regulations of the PRC.

(v) Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf or a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.

(vi) Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy ("Dispute Policy"), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at: http://www.cnnic.net.cn/html/Dir/2003/11/27/1526.htm.

(vii) You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.

(g) **.de Domains.** In the case of a ".de" registration, the following terms and conditions will apply:

(i) Selection of a Domain Name. You represent that:

(A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;

(B) either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany;

(C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

(ii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

(iii) Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at:

English: (A) Registration Terms and Conditions
http://www.denic.de/en/bedingungen.html

(B) Registration Guidelines
http://www.denic.de/en/richtlinien.html

German: (C) DENIC-Registrierungsbedingungen
http://www.denic.de/de/bedingungen.html

(D) DENIC-Registrierungsrichtlinien
http://www.denic.de/de/richtlinien.html

(h) **.eu domains.** In the case of a ".eu" registration, the following terms and conditions will apply:

(i) Eligibility Criteria. .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:

(A) an undertaking having its registered office, central administration or principal place of business within the European Community;

(B) an organization established within the European Community without prejudice to the application of national law, or

(C) a natural person resident within the European Community.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found at: http://www.eurid.eu/en/general/launch. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

(iii) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

(i) **.fr Domains.** In the case of a ".fr" registration, the following terms and conditions will apply:

(i) Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:

(A) A legal entity:

(I) whose head office is in France; (or),

(II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or),

(III) State institutions or departments, local authorities or associated establishments, (or),

(IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.

(ii) Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.

(iii) Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: www.afnic.fr/obtenir/chartes/nommage-fr.

(iv) Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at http://www.afnic.fr/doc/ref/juridique/parl. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

(j) **.it Domains.** In the case of a "it" registration, the following terms and conditions shall apply:

(i) Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.

(ii) Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.it/NA/regole-naming-curr-engl.txt. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at