

Registrar Contract

1. Parties to the Contract

- 1.1 Caucasus Online LLC a company incorporated under the laws of Georgia, with identification number 211380833, legal address #160., Tsinamdzgvrshvili Str., Tbilisi, Georgia (*hereinafter* the „**Registry**“ or „**Caucasus Online**“);
- 1.2 [*name of the legal person*], [*identification number*], [*legal address*] (*hereinafter* the „**Registrar**“).

The Registry and Registrar hereinafter referred to as “Parties” and separately as the “Party”.

2. Recital

Whereas, the Registry administers country code Top Level Domain in Georgia, maintains the Domain Name Registry in compliance with .GE Domain Registration and Administration Rules („**Domain Regulation**“) and other legal basis;

Whereas, the Registry has confirmed the application for registration submitted by the Registrar in accordance with the Domain Regulation; The Registry has the right and obligation to provide registration services to the Registrants from the entry into force of the Domain Regulation and receive fee from the Registrants for providing such services;

Whereas, the Registrar has qualification to fulfil requirements of this Contract and the Domain Regulation;

Whereas, the parties wish to ensure quality and security of domain registration and use by the Registrants.

Therefore, Parties agree as follows:

3. Definitions

- 3.1 Terms used in this Contract have the meanings assigned to them in this Contract or Domain Regulation.

- 3.2 The following terms if context does not otherwise require have the following meaning:
- 3.2.1 „**Contract**“ means the present Registrar Contract with all its annexes;
- 3.2.2 “**Contract Date** “ means the date when the Domain Regulation enters into force;
- 3.2.3 „**Domain Name Register**” means the registry which contains all Domain Names registered under the top-level domain .GE.
- 3.2.4 „**Technical Terms and Conditions**” means the technical requirement established by the Registry as provided in Annex 2. The Registry has right to unilaterally amend terms and conditions provided in Annex 2 and inform the Registrar at least 1 (one) month prior to the entry into force of such amendment by sending written notice on the electronic mail of the Registrar.
- 3.2.5 „**Competence Requirements**” means means the mandatory requirements fixed in Contract clause 5.1 which requirements shall be fulfilled by the Registrar.
- 3.3 Reference to a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- 3.4 The headings are inserted for convenience of reference only and shall not affect the interpretation of this Contract.
- 3.5 In this Agreement, a reference to any person, natural or juridical entity, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and references to such a person include its successors in title, permitted transferees and permitted assigns.

4. General Provisions

4.1 Purpose of the Contract

- 4.1.1 By entering into the Contract, the Registrar assumes the obligation and receives the right and authorization to provide Registrants with the Registration Services pursuant to the terms and conditions of the Contract and Domain Regulation.

4.2 No exclusivity

- 4.2.1 Rights granted to the Registrar under this Contract are not exclusive and signature of this Contract does not restrict the Registry to conclude contracts with other Registrars.

5. Competence Requirements

- 5.1 **During the term of this contract the Registrar shall satisfy the following Competence Requirements:**
- 5.1.1 The Registrar shall possess the necessary technical and organizational resources to fulfil its obligations under this Contract and to provide Registration Services.
- 5.1.2 The Registrar shall satisfy the requirements provided in Annex 1 of this Contract;
- 5.1.3 The Registrar shall ensure functioning of electronic mail for the purposes of providing Registration Services to the Registrants, address of such electronic mail shall be published on the web-page of the Registrar;
- 5.1.4 The Registrar shall have established internal provisions within its business, which regulate the obligations of the Registrar's employees in the processing of personal data, including ensuring the availability and integrity of the data, and the making of redundancy copies of personal data, and shall ensure control the fulfilment of the named internal provisions.
- 5.2 The Registry also has right to control the performance of the Competence Requirements during the term of validity of the Contract, including during working time at the location of the Registrar, notifying the Registrar of the corresponding wish a reasonable period of time in advance. The Registrar is obligated to allow the Registry to examine, for control purposes, the necessary data and to cooperate in good faith with the Registry

6. Registration Services

- 6.1 The Registrar shall provide Registration Services to the Registrant having submitted an application for the provision of Registration Services in accordance with the Domain Regulation and with the service contract concluded between the Registrant and the Registrar.
- 6.2 The Registry shall conclude service contract with the Registrants in an electronic form in English and Georgian languages having equal legal force.

6.3 The agreement to be concluded between the Registrant and Registrar shall contain, including but not limited to the following minimum conditions:

6.3.1 The obligation assumed by the Registrant before the Registry to follow valid domain rules and the instructions (in case it is available) detailing the domain rules published on the Registry website.

6.3.2 The consent of the Registrant, that the Registry may demand from the Registrant the performance before Registry of obligations assumed in the domain service contract and Domain Regulation.

6.3.3 Consent of the Registrant on the Uniform Domain Name Dispute Resolution Mechanism (“UDRP”) including any applicable Rules and Provider Supplemental Rules and consent on the competence of WIPO Arbitration and Mediation Center to resolve disputes in accordance with the UDRP.

7. Rights and Obligations of the Registrar in the process of provisionin Registration Services

7.1 The Registrar shall provide Registration Services in accordance with the Technical Requirements prescribed in Annex 2 to the Contract.

7.2 The Registrar is required, prior to the provision of the Registration Service, to control the identity of the Registrant or his/her representative in accordance with the requirements prescribed in the Domain Regulation. The Registrar may allow for one or more of the methods of identity control provided in the Domain Regulation. When providing a Registration Service not subject to the identity control requirements of the Domain Regulation, the Registrar must determine the intention of the Registrant.

7.3 The Registrar is entitled to check the identity of the Registrant and/or its representative in accordance with the Domain Regulation prior to commencing provision of the Registration Services to such Registrants.

7.4 The Registrar shall provide Registration Servises in good faith and in accordance with this Contract and Domain Regulation.

7.5 In the process of providing Registration Services to the Registrants the Registrar shall consider the following financial terms:

- 7.5.1 The contract to be concluded between the Registrant and Registrar on provisioning Registration Services shall include registration renewal fee.
- 7.5.2 Registration renewal fee for the Domain Names registered before the entry into force of Domain Regulation and transferred to the Registrar in accordance with the Registrar Change procedure provided in Section 5.4.6 of the Domain Regulation:
- (i) For .GE Domain Names shall not exceed GEL 30;
 - (ii) For General Domains shall not exceed GEL 12.
- 7.5.3 Annual registration fee established by the Registrar for registration of GE Domain Name by the Registrant shall be no less than GEL 28, and for General Domains no less than GEL 10.
- 7.6 The Registrar is entitled to provide Registration Services to the Registrants, who submitted registration application after the entry into force of this Contract and to the Registrants who submitted who requested change of Registrar in accordance with the Domain Regulation.
- 7.7 The Registry has the right to demand from the Registrar the performance of operations within its competence if this is necessary for the execution of a court judgment or award of an arbitral tribunal.

8. Registrant's Data

- 8.1 Upon the registration of application for a Domain Name, the Registrar requires from the Registrant the information and documents prescribed in the Domain Regulation. The Registrar shall not provide the desired Registration Services to the Registrant before the Registrant has submitted information and documents.
- 8.2 The Registrar is required to submit to the Registry the electronic application of Registrant in accordance with the requirements prescribed in Contract Annex 1 (Technical Requirements).

9. Domain Regulation

- 9.1 The Registrar shall apply the valid wording of the Domain Regulation to the contract on provisioning registration services to the Registrant. The Registrar shall make the

Domain Regulation available on its website, independently of the standard conditions of the Registrar's own established service contract.

10. Maintaining Records

- 10.1 The consents of the Registrant listed in Contract clause 6.3 shall be fixed by the Registrar in the service contract and the Registrar shall submit the service contract, upon the demand of the Registry. The Registry has the right to make copies and extracts of the named service contract.
- 10.2 The Registrar preserves documents related to the provision of the Registration Service, including documents certifying payments made by the Registrant or the Registrant's representative and electronic log files and presents them to the Registry upon demand. The Registry has the right to make copies of the submitted documents.
- 10.3 The Registrar preserves the documents named in Contract clauses 12.1 – 12.2 in a safe manner which allows for them to be protected from accidental damage/destruction.
- 10.4 The Registrar preserves the documents named in Contract clauses 12.1 - 12.2 during the term of validity of the Contract and for a period of 3 years after the expiry of the Contract, except upon the transfer of the documents into the possession of the Registry upon the expiry of the Contract.
- 10.5 At the request of the Registry, the Registrar shall provide, in a written form, information and documents on its activities, the provision of which is reasonably necessary for controlling adherence to the current Contract.
- 10.6 The Registry has the right to control adherence to the Contract, including the controlling of the Registrar's following of competency requirements, during working time and with a reasonable advance written notice sent to the Registrar in an electronic form.

11. Processing Personal Data

11.1 The Registrar processes the Registrant's personal data on its own account in accordance with legislation and the approval granted by the Registrant. The Registrar shall indicate in the contract on the provision of Registration Services to the Registrant regarding the consent of the Registrant on processing its personal data by the Registry.

12. Providing information to Registrant by the Registry

12.1 The Registrar shall forward information to the Registrant and/or Administrative Contact that has been sent to it by the Registry and that is intended for the Registrant.

13. Rules of professional Conduct for the Registrar

13.1 The total number of Domain Names registered under the name of the Registrar shall not exceed 10% of the domain names which are in the portfel of the Registrar.

13.2 The Registrar shall not overload the name servers or hinder (for example, organize Denial of Service [DOS] attacks) or perform other operations itself which may endanger the good operation and/or stability of the DNS system.

13.3 The Registrar shall act in good faith in its relations with the Registry. The Registrar must not use in bad faith any possible deficiencies in procedures and software which the Registry is using.

13.4 The Registrar has the right to use sub-contractors, who have the right on behalf of and in the name of the Registrar to accept applications from Registrants related to the provision of Registration Services and to perform other obligations of the Registrar. The Registrar shall be liable for all of the sub-contractor's Domain Name related activities.

13.5 Upon finding an error or deficiency in the Registry system, the Registrar notifies

the Registry thereof in the first order and without delay. The Registrar must not inform third parties or the public of the error or deficiency without the relevant consent of the Registry if this may result in damage to the Registry or third parties.

14. Financial Terms

14.1 The fees to be paid to the Registry by the Registrar on the basis of the Contract and their conditions of payment are listed in Contract Annex No 3. The Registrar has examined and agreed to Contract Annex 3.

14.2 The Registry may unilaterally amend Annex 3 in accordance with the Domain Regulation.

15. Compensation for Damage

15.1 The Registrar and the Registry shall compensate each other for any direct damage arising from a breach of the Contract caused by the Registry or in case of the Registrar also by its subcontractors, either intentionally or due to gross negligence.

16. Sanctions

16.1 Penalties

16.1.1 If the Registrar fails to perform the obligations arising from the Contract as required, the Registry shall send a warning, corresponding to the requirements prescribed in clause 18.1.2 to the Registrar's e-mail address, for the elimination of the breach of Contract.

16.1.2 The Registry shall indicate obligations which the Registrar is breaching and determine period for the elimination of the breach which period shall not be less than 1 business day.

16.1.3 The Registry has the right to claim penalty and determine the amount of penalty for every circumstance .

16.1.4 If the Registrar has not eliminated the breach of Contract within the period

specified in the warning and has not payed penalty (if any)within 10 calendar days, the Registry has the right to suspend the performance of the Contract: registration of new Domain Names, renewal of registration, change of the Regsitrar, until the elimination of the breach of Contract by the Registrar and until full payment of the penalty (if any). For the purposes of this Section

16.2 Early Termination of the Contract

- 16.2.1 The Registry is entitled to terminate this Contract before the expiration date, notifying the Registrar of this not less than 1 (one) calendar month in advance, if EIF has on the basis of clause 17.1.2 halted the performance of the Contract and the Registrar has not eliminated the breach of Contract that was the reason for the halting of the performance of the Contract within 2 (two) calendar months as of the receipt of the notice submitted by EIS regarding the breach of Contract.
- 16.2.2 EIF may suspend the performance of the Contract or terminate it extraordinarily without prior notice if EIF cannot be reasonably required to continue performing the Contract, considering all the circumstances and mutual interests. Under this clause, EIF may suspend the Contract or terminate the Contract extraordinarily if at least one of the following circumstances is present:
- 16.2.2.1 Liquidation or bankruptcy proceedings are commenced against the Registrar or the Registrar ends the provision of registration services to Registrants; or
- 16.2.2.2 The Registrar is in material breach of its personal data protection obligations under the Contract; or
- 16.2.2.3 The Registrar has allowed for exploitative abuse of the domain registry data or the EIF information systems, including for the falsification of data or the amendment of data without the consent of the Registrant by third parties or by employees of the Registrar;
- 16.2.2.4 The Registrar has repeatedly been in material breach of the Contract.

17. Term and Entry into Force

17.1 This Agreement enters into force on the Effective Date and remains in force for the period of 6 (six) months, if one of the parties does not notify the other party about its intention to terminate the Agreement 2 (two) months prior to the expiration date. This provision shall cover the following terms of the Agreement. The parties are entitled to terminate by mutual agreement, based on the provisions of this Agreement based on Georgian legislation.

18. Governing Law and Dispute Resolution

- 18.1 This Agreement shall be governed and construed in accordance with the laws of Georgia, without giving regard to its principles of conflicts of laws.
- 18.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the Courts of Georgia.

19. Confidentiality

- 19.1.1 Neither Party shall disclose, communicate, publicize or divulge any Confidential Information either during the existence of the Agreement or during five (5) years following its termination or expiration without the prior written consent of Party to which the Confidential Information belongs and/or relates or to the extent required by a Court order of competent jurisdiction or by law and shall keep the Confidential Information confidential.
- 19.1.2 The Parties shall take the reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information.

20. Final Provisions

- 20.1 All rights under this Agreement are personal to the parties and no party hereto shall assign or transfer this Agreement, or any provision thereof, and any of its rights, benefits and obligations hereunder without the prior written consent of the other party.
- 20.2 Parties confirm that all rights and obligations under this Agreement shall also apply to its successors.

- 20.3 This Agreement constitute the entire Agreement between the Parties concerning the subject matter hereof. This Agreement supersedes any proposal or prior contract, oral or written, and any other communication concerning this Agreement.
- 20.4 The annexes to this agreement constitutes inseparable part of this Agreement.
- 20.5 The agreement is Concluded in Georgian and English languages.

21. Bank requisites

Registry:

Bank name JSC TBC Bank
Bank code TBCBGE22
Account number: GE21TB1189136020100008
Name Caucasus Online LLC
Identification code 211380833

Registrar: [-]

21. Signatures of the Parties

On behalf of the Registry

On behalf of the Registrar