

REGISTRANT AGREEMENT

VERSION 1.1 – AMENDED SEPTEMBER 17, 2000

This Agreement is between you (the “**Registrant**”) and Canadian Internet Registration Authority (“**CIRA**”).

RECITALS

- A. CIRA has approved the application of the Registrant’s Registrar for the registration of one or more Domain Names in the Registry in the name of the Registrant (or the application by the Registrant’s Registrar for the Registrant to become a Registrant in accordance with this Agreement in order to facilitate the transfer of an existing Domain Name Registration from an existing registrant to the Registrant);
- B. This Agreement sets forth the terms and conditions which govern the registration in the Registry by CIRA of Domain Name(s) in the name of the Registrant from time to time, including any registration of a Domain Name in the name of the Registrant on the completion of a transfer of a Domain Name from an existing registrant to the Registrant pursuant to this Agreement (collectively, the “**Domain Name Registrations**”); and
- C. Capitalized terms used in this Agreement have the meaning given to them in this Agreement, including in Section 1.2.

In consideration of the registration by CIRA in the name of the Registrant of the Domain Name Registrations from time to time and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CIRA and the Registrant agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Application. This Agreement between the Registrant and CIRA applies to all Domain Name Registrations registered in the name of the Registrant which are registered in the Registry from time to time.

1.2 Definitions. In this Agreement:

- (a) “**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with such Person, and includes any Person in like relation to an Affiliate. A Person is deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term “controlled” has a corresponding meaning;
- (b) “**Agreement**” means this Agreement including the Rules and Procedures (as defined in Section 3.1(a)), as it or they may be amended or supplemented from time to time;

- (c) **“Business Day”** means any day other than a Saturday, a Sunday or any day on which banks are generally not open for business in the City of Ottawa, Ontario;
- (d) **“Domain Name”** means a .ca domain name or sub-domain name;
- (e) **“Operational Transfer Date”** means the date that CIRA takes over the operation and control of the .ca domain name registry from the University of British Columbia, which date is expected to be on or as soon as practicable after November 1, 2000;
- (f) **“Person”** includes an individual, a corporation, a partnership, a trust, an unincorporated organization, association or club, the government of a country or any political subdivision thereof, or any agency or department of any such government, any of the individuals or entities listed in the Canadian Presence Requirements for Registrants (as defined in Section 3.1(a)(ii)) and the executors, administrators or other legal representatives of an individual in any of such capacities;
- (g) **“Registrant’s Registrar”** means each Registrar which is authorized to apply on behalf of the Registrant, in accordance with the Rules and Procedures for the registration of a Domain Name and the renewal, transfer, modification and cancellation of, and to effect other requests and transactions with respect to, a Domain Name Registration, including any Registrar which is the Registrar of record in the Registry for a Domain Name Registration;
- (h) **“Registrars”** means the Persons from time to time certified by CIRA to offer Domain Name registration services within the .ca Internet Domain Name system in accordance with the Rules and Procedures; and
- (i) **“Registry”** means the .ca Internet Domain Name registry to be operated by CIRA commencing on the Operational Transfer Date.

ARTICLE 2

REGISTRATIONS OF DOMAIN NAMES; TRANSFERS, RENEWALS, MODIFICATIONS AND CANCELLATIONS OF DOMAIN NAME REGISTRATIONS BY THE REGISTRANT; CHANGES OF REGISTRARS

2.1 Registrations of Domain Names.

(1) The Registrant acknowledges and agrees that applications for the registration of a Domain Name (other than applications for registration made on behalf of Existing Registrants pursuant to Section 2.1(3)) shall be made only by the Registrant’s Registrar on behalf of the Registrant in accordance with the rules, policies, regulations and procedures adopted by CIRA from time to time and set forth at CIRA’s website (currently at <http://www.cira.ca/registrars/documents.html>) as amended and supplemented by CIRA from time to time (the **“Registration Rules”**).

(2) Complete applications for the registration of a Domain Name (other than applications made on behalf of Existing Registrants pursuant to Section 2.1(3)) shall be processed by CIRA and Domain Names shall be registered by CIRA, in each case in accordance with the Registration Rules. CIRA, in its sole discretion, shall have the right to reject any application for the registration of a Domain Name and refuse to register any Domain Name for any reason whatsoever with no liability of CIRA whatsoever to the Registrant, the Registrant's Registrar or any other Person. CIRA will give notice to the Registrant's Registrar by email if CIRA so rejects such application.

(3) Each registrant (an "**Existing Registrant**") of a Domain Name in the .ca registry operated by the University of British Columbia ("**UBC**") will be required to apply to CIRA, through a Registrar, to register such Domain Name with CIRA in the Registry in accordance with the Pre-Operational Transfer Date Registration Policies set out at CIRA's website (currently at <http://www.cira.ca/registrars/documents.html> (the "**Pre-OTD Registration Rules**")). If an Existing Registrant had a third or fourth level Domain Name registered in the registry operated by UBC as at August 1, 2000, then such Existing Registrant may apply to CIRA, through a Registrar, to upgrade such third or fourth level Domain Name to a second level Domain Name in the Registry in accordance with the Pre-OTD Registration Rules.

(4) Commencing 30 days after the Operational Transfer Date, the Registrant's Registrar will be permitted to apply to CIRA on behalf of a Registrant for the upgrade of any third or fourth level Domain Name registered in the name of the Registrant to a second level Domain Name in the Registry in accordance with the Registration Rules.

(5) After the Operational Transfer Date, CIRA will continue to accept applications for the registration of new third and fourth level Domain Names under provincial and territorial sub-domains and their official municipal sub-domains in accordance with the Registration Rules.

(6) The Registrant shall, in each application for registration of a Domain Name, through the Registrant's Registrar, select a registration period for the registration of a Domain Name from one (1) to ten (10) years from the date of the registration of the Domain Name (the "**Registration Period**"); provided that the Registration Period for the registration of a Domain Name which was registered in the .ca registry operated by UBC prior to the Operational Transfer Date: (i) shall be equal to the number of years selected by the Existing Registrant plus the period from the month and date of registration with CIRA of the Domain Name until the month and date of the next anniversary date of the original date of registration in the UBC registry; and (ii) will not exceed ten (10) years from the date of registration in the Registry. CIRA may, at its option, extend the Registration Period of any Domain Name Registration for such further period as CIRA may determine, at no additional charge to the Registrant's Registrar, by giving notice to the Registrant and the Registrant's Registrar.

2.2 Renewals, Transfers, Modifications, Cancellations and Other Transactions .

(1) The Registrant acknowledges and agrees that a renewal, transfer, modification or cancellation of, and any other request or transaction with respect to, a Domain Name Registration shall be made only by the Registrant's Registrar with respect to such Domain Name Registration on behalf of the Registrant in accordance with the Registration Rules in force at the time of receipt by CIRA of any completed application or request for the renewal, transfer, modification or cancellation of a Domain Name Registration or other request or transaction with respect to a Domain Name Registration.

(2) The Registration Period of any Domain Name Registration may be renewed for a period of one to ten years as selected by the Registrant through the Registrant's Registrar in accordance with the Registration Rules.

2.3 Changes of Registrar.

(1) The Registrant may change its Registrant's Registrar with respect to a Domain Name Registration at any time in accordance with the Registration Rules; provided that if the Registrant changes Registrars it will continue to be bound by its obligations under its agreement with its original Registrar in accordance with such agreement.

(2) In the event that a Registrant's Registrar is no longer a Registrar, has had its certification as a Registrar suspended, revoked or terminated, or in the event the registrar agreement between CIRA and the Registrant's Registrar (the "**Registrar Agreement**") is terminated or expires, the Registrant shall be responsible for changing such Registrant's Registrar to a new Registrar in accordance with the Registration Rules within 30 days of the earlier of notice thereof being given to the Registrant by (i) the Registrant's Registrar or (ii) CIRA in accordance with CIRA's then current Rules and Procedures; provided, however, that if any of the Registrant's Domain Name Registrations is scheduled to expire within 30 days of the giving of such notice, then the Registrant shall have an additional 30 days from the anniversary date of such registration to register with a new Registrar. If the Registrant wishes to renew such Domain Name Registration, the Registrant will be required to do so through its new Registrant's Registrar in accordance with the Registration Rules.

2.4 Right of CIRA to Verify Information and Compliance. CIRA is entitled at any time during the Term of this Agreement (as defined in Section 5.1) to verify the accuracy and completeness of any information provided by the Registrant to CIRA, whether through any of the Registrant's Registrars or otherwise, including without limitation the information provided by the Registrant through any of the Registrant's Registrars in any application to CIRA for the registration of a Domain Name or in connection with the transfer, renewal, modification, maintenance or cancellation of a Domain Name Registration and any other request or transaction with respect to a Domain Name Registration (collectively, the "**Applications**") and the compliance by the Registrant with the provisions of this Agreement (including the Rules and Procedures (as defined in Section 3.1(a)). The Registrant shall cooperate with CIRA in connection with such verification (which shall be conducted in such manner as is deemed reasonable by CIRA and in accordance with the Rules and Procedures) and shall give and shall cause the Registrant's Registrar to give, CIRA and its agents and representatives such assistance and access to and copies of such information and documents in any or all media regarding, and access to the premises of, the Registrant as CIRA may reasonably request in order to enable CIRA to complete such verification. CIRA shall be responsible for its own expenses incurred in connection with any such verification and the Registrant shall be responsible for any expenses the Registrant or the Registrant's Registrar incurs in complying with this Section 2.4. The Registrant agrees to promptly execute and deliver to CIRA any authorizations required to permit the verifications of CIRA under this Section 2.4.

2.5 User Code and Passcode. The Registrant acknowledges receipt from CIRA of a user code number and password. The user code number and password shall be used only by the Registrant to log on to a website specified in an email from CIRA in order to (i) review and agree to be bound by this Agreement including, without limitation, the Rules and Procedures and (ii) to confirm to CIRA, in accordance with the Registration Rules, certain information, requests and transactions. The Registrant

acknowledges and agrees that the use and continued use of the user code number and password by the Registrant is the equivalent of the due execution and delivery by the Registrant of (i) this Agreement and (ii) any other confirmations to CIRA of requests and transactions in accordance with the Registration Rules.

ARTICLE 3

CERTAIN REGISTRANT OBLIGATIONS

3.1 Certain Registrant Obligations. Throughout the Term of this Agreement, the Registrant shall:

- (a) comply with and observe all rules, policies, regulations and procedures of CIRA applicable to Registrants in existence and which CIRA may adopt from time to time, as amended and supplemented by CIRA from time to time, including, without limitation, the following (collectively, the “**Rules and Procedures**”):
 - (i) the Registration Rules;
 - (ii) CIRA’s policy regarding Canadian presence requirements for Registrants set forth on CIRA’s website (currently at <http://www.cira.ca/registrars/documents.html> (the “**Canadian Presence Requirements for Registrants**”));
 - (iii) the Pre-OTD Registration Rules; and
 - (iv) the Dispute Resolution Policy when it comes into effect;

as such Rules and Procedures may be amended or supplemented by CIRA from time to time, which Rules and Procedures are and shall be deemed to be part of this Agreement. Such Rules and Procedures shall be available for review by the Registrant at CIRA’s website (currently at <http://www.cira.ca/registrars/documents.html>);
- (b) in accordance with the Rules and Procedures, submit to CIRA through the Registrant’s Registrar all information which CIRA may require be submitted in connection with the registration of a Domain Name, the renewal, transfer, cancellation or modification of a Domain Name Registration and any other request or transaction with respect to a Domain Name Registration;
- (c) promptly give notice to CIRA, through the Registrant’s Registrar, of any change to any information provided to CIRA from time to time by the Registrant or the Registrant’s Registrar, including in connection with any application for the registration of a Domain Name, any renewal, transfer, cancellation or modification of a Domain Name Registration or any other request or transaction with respect to a Domain Name Registration (collectively, the “**Registrant Information**”);

- (d) comply with and observe all applicable international, federal, provincial and local laws and regulations and other laws of applicable governmental authorities (“**Applicable Laws**”);
- (e) prior to providing any Registrant Information to CIRA through the Registrant’s Registrar, obtain the written consents of individuals whose personal information will be held in the Registry where required by Applicable Laws;
- (f) at all times ensure that the Registrant Information is complete and accurate, communicate to the Registrant’s Registrar (for communication to CIRA) any changes to the Registrant Information and promptly confirm to CIRA when CIRA so requests in accordance with the Registration Rules that the Registrant Information is complete and accurate;
- (g) immediately give notice to CIRA of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation or application (“**Claim**”) in relation to any Domain Name Registration (or any judicial requests or orders to produce documents or information obtained from or supplied to the Registry) that became known to the Registrant;
- (h) not, directly or indirectly, violate or contribute to the violation of the intellectual property rights or other rights of any other Person;
- (i) not engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, the Registry into disrepute or which interferes with CIRA’s operations;
- (j) act in good faith towards CIRA;
- (k) not, directly or indirectly, defame or contribute to the defamation of any other Person;
- (l) not, directly or indirectly, unlawfully discriminate or contribute to the unlawful discrimination of any other Person;
- (m) not allow any third party to use or operate any Domain Name Registration registered in the name of the Registrant and not register any Domain Name as agent for, or on behalf of, any third party in any manner whatsoever, including without limiting the generality of the foregoing, for purposes of lending, leasing, licensing or otherwise granting rights in such Domain Name Registration to any third party for monetary or non-monetary consideration unless such third party:
(i) otherwise qualifies under the Registration Rules and the Canadian Presence Requirements for Registrants; or (ii) is an Affiliate of the Registrant. For this purpose, “**third party**” means any Person other than CIRA and the Registrant;
- (n) be wholly responsible for the use and operation of any third, fourth, or further sub-level domain to any second level Domain Name Registration in the

Registrant's name and the Registrant shall ensure that the use and operation of any such sublevel domain is conducted in compliance with this Agreement; and

- (o) not use any trade-mark, trade-name or symbol of CIRA or any trade-mark, trade-name or symbol likely to be confused therewith.

3.2 Fees. The Registrant acknowledges that the Registrant's Registrar is obligated to pay to CIRA the registration fees for each Domain Name Registration, any applicable renewal fees, transfer fees and any other fees payable in connection with a Domain Name registration. The fees which are payable by Registrars to CIRA (the "**Fees**") are set forth at <http://www.cira.ca/registrars/documents.html>, as amended by CIRA from time to time. The Registrant acknowledges and agrees that, should there be insufficient funds prepaid by any Registrant's Registrar in the CIRA deposit account to be applied in payment of any Fees, CIRA may in its sole discretion stop accepting applications for Domain Name Registrations from such Registrant's Registrar, stop effecting registrations of Domain Names and transfers, renewals, modifications and cancellations of Domain Name Registrations requested by such Registrant's Registrar and stop performing other billable transactions requested by such Registrant's Registrar not paid in full and CIRA may: (i) terminate the Registrar Agreement between CIRA and such Registrant's Registrar; and (ii) cancel or suspend the relevant Domain Name Registration in accordance with Article 6 hereof.

3.3 Alternative Dispute Resolution Procedure. The Registrant acknowledges that CIRA is developing a Domain Name alternative dispute resolution procedure (the "**Dispute Resolution Procedure**"), which procedure will be set forth at CIRA's website once it comes into effect. The Dispute Resolution Procedure shall be binding and effective on the Registrant in accordance with Section 3.1 and shall become effective in accordance with Article 10. When the Dispute Resolution Procedure is binding and effective, it shall be deemed to form part of the Rules and Procedures.

3.4 No Conflict. The Registrant shall not enter into any agreement with any Registrar or any other Person that is inconsistent with, or in any way, modifies, affects, overrides, limits, contradicts or cancels the terms and conditions of this Agreement. To the extent that the provisions of any such agreement with the Registrant's Registrar contravene the provisions of this Agreement, the Registrant hereby agrees that the provisions of this Agreement shall prevail and be binding on the Registrant for the benefit of CIRA.

ARTICLE 4

REGISTRANT INFORMATION

4.1 Consent to Use of Registrant Information. The Registrant hereby grants to CIRA the right to disclose to third parties through the Registry the following information:

- (a) each Domain Name Registration in the name of the Registrant;
- (b) the Registrant's name, postal address and email address;
- (c) the Registrant's "Pretty Good Privacy" ("PGP") public encryption key, if the Registrant elects to use PGP encrypted email when communicating with CIRA;

- (d) the name(s), postal address(es), email address(es), telephone number(s) and where available, the fax number(s) of the technical and administrative contacts for each Domain Name Registration of the Registrant;
- (e) the Internet Protocol Number of the primary name server and secondary name server(s) for each Domain Name Registration;
- (f) the corresponding names of those name servers;
- (g) the registration date of each Domain Name Registration;
- (h) whether the Domain Name Registration has been suspended or is in the process of being transferred;
- (i) the expiration date of each Domain Name Registration of the Registrant; and
- (j) the name of the Registrant's Registrar responsible for each Domain Name Registration of the Registrant.

4.2 Personal Information of Registrant. Except as set forth in this Agreement, personal information pertaining to the Registrant belongs to the Registrant and shall not be collected or used by CIRA except for the reasonable purposes of the operation of the Registry and the Rules and Procedures or in accordance with Applicable Laws.

ARTICLE 5

TERM

5.1 Term. The term of this Agreement (the "**Term**") shall commence effective upon the date that the Registrant enters into this Agreement with CIRA and shall continue in force unless terminated as set out herein.

ARTICLE 6

RIGHTS AND REMEDIES OF CIRA AND THE REGISTRANT

6.1 Cancellation within 30 Days. CIRA, in its sole discretion, shall have the right to cancel a Domain Name Registration for any reason whatsoever within 30 days of the date the Registrant enters into this Agreement with CIRA with no liability of CIRA to the Registrant, the Registrant's Registrar or any other Person. CIRA will give notice to the Registrant's Registrar by email of the cancellation of a Domain Name Registration under this Section 6.1.

6.2 Cancellation by CIRA of Domain Name Registrations. CIRA may, in its sole discretion and at its sole option, in accordance with the Registration Rules, cancel a Domain Name Registration in the event that:

- (a) the Registrant Information concerning such Domain Name Registration contains false, misleading or inaccurate information;
- (b) a Registrant's Registrar fails to pay to CIRA when due any Fees payable by the Registrant's Registrar with respect to a Domain Name Registration under the Registrar Agreement between the Registrant's Registrar and CIRA;
- (c) the Registrant breaches any term of this Agreement, including, without limitation, any of the Rules and Procedures and fails, within five (5) Business Days after the receipt of a notice from CIRA to remedy such breach;
- (d) the Registrant at any time fails to meet one of the Canadian Presence Requirements for Registrants;
- (e) the Registrant disrupts or abuses CIRA's Registry services as determined by CIRA in its sole discretion, acting reasonably;
- (f) the Registrant allows any third party to use or operate any Domain Name Registration or registers a Domain Name as agent for, or on behalf of, a third party in any manner whatsoever which contravenes Section 3.1(m) of this Agreement;
- (g) CIRA, acting reasonably and on the advice of counsel, determines that a Domain Name that is the subject of a Domain Name Registration may be defamatory or a court or tribunal determines that a Domain Name that is the subject of a Domain Name Registration is defamatory; or
- (h) the designation by the government of Canada of CIRA to manage, operate and control the Registry is terminated or CIRA is no longer recognized at the international level as having the exclusive authority to operate the Registry.

The Registrant agrees to promptly give notice to CIRA of the occurrence of any of the events listed in Sections 6.2(a) and 6.2 (c) to (g). CIRA agrees to promptly give notice to the Registrant's Registrar of the occurrence of the event listed in Section 6.2(h). CIRA will give notice to the Registrant's Registrar and the Registrant of any cancellation of a Domain Name Registration under this Section 6.2.

6.3 Cancellation, Transfer and Suspension in Particular Circumstances. CIRA may immediately cancel or transfer a Domain Name Registration or suspend a Domain Name Registration, for such time period as CIRA may determine in its sole discretion, in the following circumstances by giving notice to the Registrant and/or the Registrant's Registrar in accordance with the Registration Rules:

- (a) circumstances where maintaining the Domain Name Registration would put CIRA in conflict with requirements of Applicable Laws, including, without limitation, applicable federal, provincial or territorial human rights legislation or the *Criminal Code* (Canada), or the terms of an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator including, without limitation, an order, ruling, decision or judgment of

the Human Rights Commission of the government of Canada or a province or territory thereof;

- (b) circumstances where the cancellation, transfer or suspension of a Domain Name Registration is required by an order or decision under CIRA's Dispute Resolution Procedure or an order, ruling, judgment or decision of a court, tribunal, board, administrative body, commission or arbitrator; and
- (c) circumstances where the registration or use of the Domain Name Registration conflicts with the Rules and Procedures.

6.4 **Suspension by CIRA of Domain Name Registrations.** CIRA may, in its sole discretion and at its sole option in accordance with the Registration Rules suspend a Domain Name Registration for such time period as CIRA may determine in its sole discretion if:

- (a) the Registrant Information concerning such Domain Name Registration contains false, misleading or inaccurate information;
- (b) a Registrant's Registrar fails to pay to CIRA when due any Fees payable by the Registrant's Registrar with respect to a Domain Name Registration under the Registrar Agreement between the Registrant's Registrar and CIRA;
- (c) the Registrant breaches any term of this Agreement, including, without limitation, any of the Rules and Procedures and fails, within five (5) Business Days after the receipt of a notice from CIRA to remedy such breach;
- (d) the Registrant at any time fails to meet one of the Canadian Presence Requirements for Registrants;
- (e) the Registrant disrupts or abuses CIRA's registry services as determined by CIRA in its sole discretion, acting reasonably;
- (f) the Registrant allows any other Person to use or operate any Domain Name Registration or registers a Domain Name as agent for, or on behalf of, a third party in any manner whatsoever which contravenes Section 3.1(m) of this Agreement;
- (g) CIRA, acting reasonably and on the advice of counsel, determines that a Domain Name that is the subject of a Domain Name Registration may be defamatory or a court or tribunal determines that a Domain Name that is the subject of a Domain Name Registration is defamatory; or
- (h) the designation by the government of Canada of CIRA to manage, operate and control the Registry is terminated or CIRA is no longer recognized at the international level as having the exclusive authority to operate the Registry.

6.5 Suspension of Domain Name Registrations to Preserve Integrity of the Registry.

CIRA may, in its sole discretion following procedures CIRA deems appropriate from time to time, suspend a Domain Name Registration for such period of time as CIRA may determine in the event that CIRA, acting reasonably, considers that such suspension is necessary to preserve and protect the integrity and the rights and interests of any of the Registry, the Registrant, the Registrant's Registrar, other registrants or Registrars and/or third parties.

6.6 Suspension May Precede Cancellation.

Prior to cancelling any Domain Name Registration pursuant to Section 6.2 or Section 6.3, CIRA may, in its sole discretion, first suspend the Domain Name Registration for such period as CIRA may determine in its sole discretion. CIRA shall give notice of the suspension to the Registrar and the Registrant. The time period of the suspension may be extended at any time by CIRA in its sole discretion.

6.7 Suspension and Cancellation for Failure to Renew.

A Domain Name Registration shall be cancelled by CIRA for failure to renew the Domain Name Registration in accordance with the Registration Rules. The Domain Name Registration shall first be suspended for failure to renew in accordance with the Registration Rules. CIRA shall give notice of the suspension to the Registrant and the Registrant's Registrar in accordance with the Registration Rules. During the period of suspension as prescribed by the Registration Rules, the Registrant may at any time renew the suspended Domain Name Registration by complying with the Registration Rules with respect to renewals. The Domain Name Registration shall be cancelled by CIRA in accordance with the Registration Rules if the Registrant fails to renew such Domain Name Registration during the period of suspension.

6.8 Suspension and Cancellation for Failure to Confirm Registrant Information.

A Domain Name Registration shall be suspended for failure to confirm the accuracy and completeness of Registrant Information which CIRA requests be confirmed in accordance with the Registration Rules. During the period of suspension as prescribed by the Registration Rules, the Registrant may at any time reactivate the suspended Domain Name Registration by confirming the Registrant Information in accordance with the Registration Rules. If a Registrant fails to confirm the Registrant Information in accordance with the Registration Rules within the period of suspension prescribed by the Registration Rules, CIRA may, in its sole discretion, cancel the Domain Name Registration in accordance with the Registration Rules.

6.9 Suspension or Cancellation by Registrant.

The Registrant may at any time, through the Registrant's Registrar, request CIRA to suspend or cancel a Domain Name Registration, and CIRA shall comply with such request, in accordance with the Registration Rules. The Registrant's Registrar shall not be entitled to any refund of any Fees in such event. A Domain Name Registration which the Registrant requested be suspended, may be reactivated at any time by the Registrant in accordance with the Registration Rules.

6.10 Effect of Suspension. During any period in which a Domain Name Registration has been suspended pursuant to the provisions of this Agreement:

- (a) the Domain Name Registration will not be included in the list of Domain Name Registrations transferred on a daily basis to the Registry's primary domain name server;

- (b) an Internet user will not be able to send an email or access a web page which incorporates such Domain Name Registration;
- (c) CIRA will continue to list such suspended Domain Name Registration in the WHOIS look up system of the Registry and the WHOIS look up system will indicate that the Domain Name Registration has been suspended;
- (d) CIRA may reactivate the suspended Domain Name Registration at any time in its sole discretion; and
- (e) CIRA may extend the period of suspension at any time for such period as CIRA may determine in its sole discretion.

6.11 Effect of Cancellation of a Domain Name Registration. Upon the cancellation by CIRA of a Domain Name Registration pursuant to this Agreement:

- (a) the Registrant will no longer be entitled to the use of such Domain Name Registration;
- (b) the Domain Name Registration will be deleted from the Registry and will be available for registration in the name of another Person;
- (c) an Internet user will not be able to send an email or access a web page which incorporates such Domain Name; and
- (d) CIRA will list the cancelled Domain Name Registration as available in its WHOIS look up system.

6.12 Prohibition on New Registrations. If the Registrant breaches the Registrant's obligations contained in Section 3.1(m) of this Agreement prohibiting the use by Persons other than the Registrant of a Domain Name Registration and the registration of Domain Names by a Registrant as agent for, or on behalf of, any third party:

- (a) CIRA may, in its sole discretion following procedures CIRA deems appropriate from time to time, prohibit the Registrant, by giving five (5) days notice thereof to the Registrant, from registering any new Domain Names for a period of up to three (3) years from the date of such notice; and
- (b) if the Registrant is also a Registrar, the Registrar shall be deemed to have breached its Registrar Agreement with CIRA and CIRA may then revoke the Registrar's certification and terminate the provisions of the Registrar Agreement with CIRA.

6.13 Termination of Agreement by CIRA. CIRA may, in its sole discretion and at its sole option, terminate this Agreement by giving notice thereof to the Registrant (such termination to be effective on the date specified by CIRA in the notice) in the event that:

- (a) the Registrant breaches any term of this Agreement, including, without limitation, any of the Rules and Procedures and fails, within five (5) Business Days after the receipt of a notice from CIRA to remedy such breach;
- (b) the Registrant disrupts or abuses CIRA's registry services as determined by CIRA in its sole discretion, acting reasonably;
- (c) all of the Domain Name Registrations registered in the name of the Registrant have been cancelled or have expired;
- (d) the Registrant allows any other Person to use or operate any Domain Name Registration or applies to register a Domain Name as agent for, or on behalf of, a third party in any manner whatsoever which contravenes Section 3.1(m) of this Agreement; or
- (e) the designation by the government of Canada of CIRA to manage, operate and control the Registry is terminated or CIRA is no longer recognized at the international level as having the exclusive authority to operate the Registry.

6.14 **Termination Due to Dissolution, Bankruptcy, etc.** In the event that:

- (a) the Registrant is insolvent or bankrupt or subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or any other similar legislation of any jurisdiction, or makes a proposal under such legislation, or goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, or makes a general assignment for the benefit of its creditors;
- (b) the Registrant ceases to carry on business in the normal course, dissolves or is wound up; or
- (c) a receiver or other official having similar functions is appointed over a substantial portion of the assets of the Registrant;

then CIRA may immediately terminate this Agreement and cancel the Registrant's Domain Name Registration(s) by giving five (5) days notice to the Registrant. For greater certainty, if any of the foregoing events occur, in no event shall any receiver, trustee, creditor or other Person have any right whatsoever to the Domain Name Registration(s).

6.15 **Termination by Registrant.** The Registrant shall be entitled (either directly or through the Registrant's Registrar), to terminate this Agreement at any time by giving thirty (30) days notice to CIRA.

6.16 **Registrations of Cancelled Domain Names.** The Registrant acknowledges and agrees that in the event of the termination of this Agreement or the cancellation of any of the Registrant's Domain Name Registration(s) by CIRA or the Registrant pursuant to this Agreement, CIRA shall have the right to allow any other Person to register the Domain Name that was the subject of the Domain Name

Registration without any liability of CIRA to the Registrant, any of the Registrant's Registrars or any other Person.

6.17 Termination to Result in Cancellation of all Domain Names. The termination of this Agreement pursuant to Section 6.13, Section 6.14 or Section 6.15 shall result in the automatic cancellation of all Domain Name Registrations in the name of the Registrant.

ARTICLE 7

LIMITATIONS ON WARRANTIES, CONDITIONS, LIABILITY; INDEMNIFICATION

7.1 LIMITATION ON WARRANTIES AND CONDITIONS. CIRA MAKES NO REPRESENTATION, WARRANTY OR CONDITION, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE REGISTRY WILL BE AVAILABLE AT ALL TIMES DURING THE TERM OR WITH RESPECT TO FUNCTIONALITY, FREEDOM FROM BUGS OR VIRUSES, COMPATIBILITY OR INTEROPERABILITY OF THE REGISTRY OR THE SYSTEMS ACCESSED BY THE REGISTRANT'S REGISTRAR(S) AND/OR THE REGISTRANT OR WITH RESPECT TO THE SECURITY OF THE REGISTRY OR ANY SYSTEMS ACCESSED BY THE REGISTRANT'S REGISTRAR(S) AND/OR THE REGISTRANT, INCLUDING WITHOUT LIMITATION, THOSE PROVIDED BY THIRD PARTY SOFTWARE, HARDWARE, INTERNET AND/OR TELECOMMUNICATIONS OR OTHER SERVICE PROVIDERS OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.

7.2 USE OF DOMAIN NAMES. THE REGISTRANT AGREES THAT CIRA SHALL NOT BE RESPONSIBLE FOR THE USE OF OR RIGHT TO USE ANY DOMAIN NAME REGISTERED IN THE REGISTRY AND THAT CIRA SHALL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM AGAINST THE REGISTRANT OR A REGISTRANT'S REGISTRAR INCLUDING ONE RELATING TO A REGISTERED OR UNREGISTERED TRADE-MARK, A CORPORATE, BUSINESS OR OTHER TRADE NAME, RIGHTS RELATING TO A NAME OR OTHER IDENTIFYING INDICIUM OF AN INDIVIDUAL OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR RELATING TO DEFAMATION OF OR UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY OTHER PERSON. THE REGISTRANT ACKNOWLEDGES AND AGREES THAT THE REGISTRATION OF A DOMAIN NAME DOES NOT CREATE ANY PROPRIETARY RIGHT FOR THE REGISTRANT, A REGISTRANT'S REGISTRAR OR ANY OTHER PERSON IN ANY NAME USED AS A DOMAIN NAME OR IN ANY DOMAIN NAME REGISTRATION, AND THE ENTRY OF A DOMAIN NAME IN THE REGISTRY IN THE "WHOIS" DATABASE SHALL NOT BE CONSTRUED AS EVIDENCE OF OWNERSHIP OF THE DOMAIN NAME REGISTERED AS A DOMAIN NAME. THE REGISTRANT SHALL NOT IN ANY WAY TRANSFER OR PURPORT TO TRANSFER A PROPRIETARY RIGHT IN ANY DOMAIN NAME REGISTRATION OR GRANT OR PURPORT TO GRANT AS SECURITY OR IN ANY OTHER MANNER ENCUMBER OR PURPORT TO ENCUMBER ANY DOMAIN NAME REGISTRATION.

7.3 LIMITATION OF LIABILITY. CIRA'S AGGREGATE LIABILITY TO THE REGISTRANT, INCLUDING FOR ALL BREACHES BY CIRA OF THIS AGREEMENT, SHALL BE

LIMITED TO THE AMOUNT OF FEES RELATING TO THE REGISTRANT'S DOMAIN NAME REGISTRATIONS PAID BY THE REGISTRANT'S REGISTRAR(S) TO CIRA.

7.4 ADDITIONAL LIMITATIONS OF LIABILITY.

(1) IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL CIRA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE TO THE REGISTRANT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR RESULTING FROM LOSS OF USE, LOST BUSINESS REVENUE, LOST PROFITS OR THIRD PARTY DAMAGES.

(2) IN NO EVENT SHALL THE REGISTRANT PURSUE ANY CLAIM AGAINST CIRA AND IN NO EVENT SHALL CIRA BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR DAMAGES RESULTING FROM LOSS OF USE, LOST PROFITS, LOST BUSINESS REVENUE OR THIRD PARTY DAMAGES) ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH:

- (a) ANY ACCESS DELAY OR ACCESS INTERRUPTION;
- (b) ANY DATA NON-DELIVERY OR DATA MISDELIVERY;
- (c) ANY UNAUTHORIZED USE OR MISUSE OF THE USER ACCOUNT OR PRIVATE PASSWORD PROVIDED TO THE REGISTRANT BY CIRA;
- (d) ANY ERROR, OMISSION OR MISSTATEMENT IN ANY INFORMATION OR SERVICE PROVIDED UNDER THIS AGREEMENT;
- (e) THE DELETION OF OR FAILURE TO STORE EMAIL MESSAGES;
- (f) A COMPUTER BUG OR VIRUS OR OTHER SYSTEM MALFUNCTION;
- (g) CIRA'S FAILURE OR REFUSAL TO REGISTER A DOMAIN NAME, CIRA'S REGISTRATION OF A DOMAIN NAME, CIRA'S FAILURE OR REFUSAL TO RENEW A DOMAIN NAME REGISTRATION, CIRA'S RENEWAL OF A DOMAIN NAME REGISTRATION, CIRA'S FAILURE OR REFUSAL TO TRANSFER A DOMAIN NAME REGISTRATION, CIRA'S TRANSFER OF A DOMAIN NAME REGISTRATION, CIRA'S FAILURE OR REFUSAL TO MAINTAIN OR MODIFY A DOMAIN NAME REGISTRATION, CIRA'S MAINTENANCE OF A DOMAIN NAME REGISTRATION, CIRA'S MODIFICATION OF A DOMAIN NAME REGISTRATION, CIRA'S FAILURE TO CANCEL A DOMAIN NAME REGISTRATION OR CIRA'S CANCELLATION OF A DOMAIN NAME REGISTRATION FROM THE REGISTRY;

- (h) THE PROCESSING BY CIRA OF ANY APPLICATION FOR THE REGISTRATION OF A DOMAIN NAME OR ANY OTHER APPLICATION OR REQUEST, CIRA'S PROCESSING OF ANY AUTHORIZED OR UNAUTHORIZED CHANGES TO THE REGISTRANT'S INFORMATION OR THE FAILURE BY THE REGISTRANT'S REGISTRAR TO PAY ANY FEES;
- (i) ANY BREACH BY A REGISTRANT'S REGISTRAR OF ITS OBLIGATIONS UNDER ITS AGREEMENT WITH THE REGISTRANT OR ITS AGREEMENT WITH CIRA OR ANY OTHER ACTION OR OMISSION OF THE REGISTRANT OR A REGISTRANT'S REGISTRAR;
- (j) THE APPLICATION OF CIRA'S DISPUTE RESOLUTION PROCEDURE OR THE COMPLIANCE WITH ANY ORDER, RULING, DECISION OR JUDGMENT MADE THEREUNDER OR BY ANY COURT, TRIBUNAL, BOARD, ADMINISTRATIVE BODY, COMMISSION OR ARBITRATOR AND ANY ACTIONS TAKEN IN CONSEQUENCE THEREOF; OR
- (k) THE USE OF ANY DOMAIN NAME IN THE REGISTRY AND ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM (AS DEFINED IN SECTION 3.1(g)) AGAINST THE REGISTRANT OR THE REGISTRANT'S REGISTRAR, INCLUDING ONE RELATING TO:
 - (i) REGISTERED OR UNREGISTERED TRADE-MARKS;
 - (ii) BUSINESS NAMES, PARTNERSHIP NAMES, CORPORATE NAMES AND OTHER TRADE NAMES;
 - (iii) NAMES OR INDICIA OF INDIVIDUALS OR GROUPS OR INDIVIDUALS;
 - (iv) ANY OTHER INTELLECTUAL PROPERTY RIGHTS;
 - (v) DEFAMATION OF ANY PERSON; OR
 - (vi) UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY PERSON.

7.5 Indemnity. The Registrant agrees to indemnify and save CIRA and its contractors, agents, employees, officers, directors, members, affiliates and assigns harmless from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including, without limitation, reasonable legal and other related costs) arising out of or in any way connected with:

- (a) any breach of or non-fulfillment of any covenant or agreement on the part of the Registrant under this Agreement; or

- (b) any incorrectness in or breach of any representation or warranty of the Registrant contained in this Agreement;
- (c) the services of CIRA provided hereunder or the use by the Registrant of CIRA's services, including without limitation violation by the Registrant of any intellectual property or other right of any Person and any defamation of or unlawful discrimination against any Person or any violation of any of the Rules and Procedures relating to the services provided; or
- (d) the actions or omissions of the Registrant and the Registrant's Registrar(s).

ARTICLE 8

REGISTRANT REPRESENTATIONS, WARRANTIES & INDEMNITIES

8.1 Corporations. Where the Registrant is a corporation, the Registrant covenants, represents and warrants to CIRA as follows:

(1) Incorporation and Power. The Registrant is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such laws.

(2) Authorization. The Registrant has all necessary corporate power, authority and capacity to enter into this Agreement and all other documents and instruments contemplated by this Agreement and to carry out its obligations under this Agreement and such other documents and instruments. The execution and delivery of this Agreement and all other documents and instruments contemplated by this Agreement and the performance by the Registrant of its obligations under this Agreement and such other documents and instruments have been duly authorized by all necessary corporate action on the part of the Registrant.

(3) Enforceability of Obligations. This Agreement constitutes a valid and binding obligation of the Registrant enforceable against the Registrant in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

8.2 Partnerships and Trusts. Where the Registrant is a partnership or a trust, the Registrant covenants, represents and warrants as follows:

(1) Existence. The Registrant is duly formed, organized, established and validly existing under the laws of the jurisdiction in which it was formed, organized and established.

(2) Authorization. The Registrant has the power, authority and capacity to enter into this Agreement and all other documents and instruments contemplated by this Agreement and to carry out its obligations under this Agreement and such other documents and instruments. The execution and delivery of this Agreement and all other documents and instruments contemplated by this Agreement and the

performance by the Registrant of its obligations under this Agreement and such other documents and instruments have been duly authorized by all necessary action on the part of the Registrant.

(3) Enforceability of Obligations. This Agreement constitutes a valid and binding obligation of the Registrant enforceable against the Registrant in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

8.3 Other Registrants. Where the Registrant is not a corporation, a partnership or a trust, the Registrar covenants, represents and warrants to CIRA as follows:

(1) Capacity. The Registrant has the legal capacity and all necessary power and authority to execute and deliver this Agreement and all other documents and instruments contemplated by this Agreement and to perform the obligations of the Registrant under this Agreement and such other documents and instruments.

(2) Enforceability. This Agreement constitutes a legal, valid and binding obligation of the Registrant, enforceable against the Registrant by CIRA in accordance with its terms; subject, however, to limitations on enforcement imposed by bankruptcy, insolvency or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

8.4 Additional Representations, Warranties and Covenants. The Registrant represents, warrants and covenants to CIRA as follows:

(1) Authority. The Registrant has or will have authorized each of the Registrant's Registrars to apply on behalf of the Registrant for the registration of a selected Domain Name and to apply on behalf of the Registrant to transfer, renew, modify, maintain, terminate and take any other action with respect to a Domain Name Registration in the name of that Registrant for which a Registrant's Registrar is the Registrar of record.

(2) Registrant Information. All Registrant Information is and at all times shall be true and accurate in all respects.

(3) Insolvency. The Registrant is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) nor has made an assignment in favour of its creditors nor a proposal in bankruptcy to its creditors or any class thereof nor had any petition for a receiving order presented in respect of it. The Registrant has not initiated proceedings with respect to a compromise or arrangement with its creditors or, if the Registrant is a corporation or a partnership, for its winding-up, liquidation or dissolution. No receiver has been appointed in respect of the Registrant or any of its assets and no execution or distress has been levied upon any of its assets.

(4) No Infringement. Neither the registration of any Domain Name nor the manner in which the Registrant intends to use or uses such Domain Name will directly or indirectly infringe or otherwise violate the trade-mark or other intellectual property or other rights of any Person or defame any Person or unlawfully discriminate against any Person or breach any Applicable Laws.

(5) **Qualification.** The Registrant meets the Canadian Presence Requirements for Registrants.

8.5 Survival and Reasonableness . The Registrant acknowledges and agrees that the limitations on warranties, conditions and liabilities, the representations and warranties of the Registrant contained in Article 8 and the restrictions and indemnities set forth in Articles 7 and 8 shall forever survive the expiry or termination of this Agreement or any suspension or cancellation of any Domain Name Registration. The Registrant acknowledges and agrees that such provisions are reasonable in the context of CIRA's status as a not-for-profit organization that is performing a public service on a cost-recovery basis.

ARTICLE 9

LEGAL RELATIONSHIP

9.1 Independent Contractors. The legal relationship between CIRA and the Registrant and CIRA and each Registrant's Registrar is that of independent contractors. Under no circumstances shall this Agreement be construed to create a partnership, agency or joint venture between CIRA and the Registrant or CIRA and any of the Registrant's Registrar(s).

9.2 No Agency. Except as provided in Section 9.3, neither party shall have any right, power or authority to act on behalf of the other party and neither party shall create any express or implied obligations or financial commitments on behalf of the other party.

9.3 Appointment of CIRA as Attorney-in-Fact. The Registrant constitutes and appoints CIRA and any officer or agent of CIRA, with full power of substitution, as the Registrant's true and lawful attorney-in-fact with full power and authority in the place of the Registrant and in the name of the Registrant or in its own name, from time to time in CIRA's discretion after the occurrence of any event listed in Sections 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.13, 6.14 and 6.15 to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement including, without limitation, to preserve the rights of other registrants of the Registry and the integrity of the Registry. These powers are coupled with an interest and are irrevocable until this Agreement is terminated.

9.4 Registrant as Member of CIRA. The Registrant acknowledges that the Registrant will become a member of CIRA in accordance with CIRA's by-laws unless the Registrant gives notice to CIRA in accordance with the by-laws that it does not wish to be a member of CIRA. Copies of CIRA's articles of incorporation and by-laws are set out on CIRA's website (currently at <http://www.cira.ca>).

ARTICLE 10

AMENDMENT OF AGREEMENT

10.1 Amendment by CIRA.

(1) CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the terms and conditions of this Agreement, including without limitation, the Registration Rules and the other Rules and Procedures and to adopt new Rules and Procedures not yet in effect; provided that any such amendment to this Agreement (including the Rules and Procedures and any new Rules and Procedures) shall be applicable to all Persons seeking the registration of a Domain Name or who maintain a Domain Name Registration. Any such amendment to this Agreement (including the Rules and Procedures and any new Rules and Procedures) will be binding and effective upon the later of 30 days after the posting of such amendment on CIRA's website (currently at <http://www.cira.ca>) or 30 days after CIRA gives notice of such amendment to the Registrant and the Registrant's Registrar(s).

(2) Notwithstanding Section 10.1(1), if CIRA adopts any new Rules or Procedures or amends any existing Rules and Procedures on or prior to the Operational Transfer Date, then such Rules and Procedures, as adopted or as amended, shall be binding and effective on the Registrant upon the later of seven (7) days after the posting of such new or amended Rules and Procedures on CIRA's website or seven (7) days after CIRA gives notice of such new or amended Rules and Procedures by email to the Registrant and the Registrant's Registrar; provided that such new or amended Rules and Procedures shall be applicable to all Persons seeking the registration of a Domain Name or who maintain a Domain Name Registration.

(3) The Registrant agrees to periodically review CIRA's website, including the current version of this Agreement and the Rules and Procedures available on CIRA's website, to be aware of any amendments to this Agreement and the Rules and Procedures and any new Rules and Procedures.

(4) If the Registrant does not agree with any such amendment, then the Registrant may terminate this Agreement in accordance with Section 6.15. By continuing to maintain Domain Name Registrations in the Registry in accordance with this Agreement, the Registrant agrees to be bound by such amendments and Rules and Procedures after they become binding and effective. CIRA shall give notice to the Registrant and the Registrant's Registrar of any such amendments and Rules and Procedures by email. The Registrant agrees to periodically review CIRA's website, including the current version of this Agreement available on CIRA's website, to be aware of any such amendments.

ARTICLE 11

GENERAL TERMS

11.1 Registrant Bound as a Principal. The Registrant agrees that the Registrant is bound as a principal by all of the terms and conditions of this Agreement, including the Rules and Procedures, notwithstanding that the Registrant's Registrar and/or an agent of the Registrant applied for the registration of the Registrant's selected Domain Name(s) on behalf of the Registrant. The continued registration of the Registrant's Domain Name Registrations shall ratify any unauthorized actions of the Registrant's Registrar and any such agent. In addition, the Registrant is responsible for any errors made by the Registrant's Registrar or any such agent.

11.2 Heading and Table of Contents. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

11.3 **Number and Gender.** Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

11.4 **Statute References.** Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as re-enacted from time to time.

11.5 **Notices.** Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if sent by email to the email address of the Registrant and, if applicable, the Registrant's Registrar, registered in the Registry, in the case of a communication to the Registrant or the Registrant's Registrar, or to registrant-notices@cira.ca, in the case of a communication to CIRA. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of sending.

11.6 **Time of Essence.** Time will be of the essence of this Agreement in all respects.

11.7 **Further Assurances.** Each party will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement. Without limiting the generality of the foregoing, the Registrant agrees from time to time at CIRA's request: (i) to execute and deliver to CIRA a paper version of the then current version of this Agreement; and (ii) to confirm the Registrant's agreement and acceptance of the then current version of this Agreement (including the Rules and Procedures) in accordance with the Registration Rules.

11.8 **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the parties and their respective administrators, executors or other legal representatives, successors and permitted and qualified assigns. CIRA may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. CIRA shall provide the Registrant and the Registrant's Registrars with 30 days prior notice of any such assignment or transfer. The Registrant shall not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of CIRA, which consent may be arbitrarily and unreasonably withheld and any such purported assignment or transfer, or attempt to so assign and transfer without CIRA's prior written consent, shall be of no force and effect. In no event shall the Registrant or the Registrant's administrators, executors or legal representatives be permitted to assign or transfer the rights or obligations of the Registrant under this Agreement to any Person who does not meet the Canadian Presence Requirements for Registrants.

11.9 **Entire Agreement.** This Agreement (including the Rules and Procedures) constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

11.10 **Waiver.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred

from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.11 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.12 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and will be treated, in all respects, as an Ontario contract. However, should the *Consumer Protection Act* (Quebec), R.S.Q., c. P-40.1 (the "Act") apply to this Agreement, where the Registrant is a consumer pursuant to the Act and is domiciled in the Province of Quebec at the time he/she enters into this Agreement, this Agreement will, in such circumstances only, be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable in that Province.

11.13 Attornment. The Registrant agrees that: (a) any action or proceeding instituted by the Registrant relating to this Agreement or its dealings with CIRA shall be brought in a court of competent jurisdiction in the City of Ottawa in the Province of Ontario and, for that purpose, the Registrant now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) the Registrant will not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section 11.13. The Registrant agrees that CIRA may, in CIRA's sole discretion, bring any action or proceeding relating to this Agreement in a court of competent jurisdiction in any jurisdiction in which the Registrant is incorporated, registered or resident or in which the Registrant has a place of business or in a court of competent jurisdiction in the City of Ottawa in the Province of Ontario. In any such event, the Registrant agrees that (i) it irrevocably waives any right to, and will not, oppose any such action or proceeding on any jurisdictional basis, including forum non conveniens; and (ii) it will not oppose the enforcement against it of any judgment or order duly obtained from any such court as contemplated by this Section 11.13.

11.14 Force Majeure.

(1) If, as a result (in whole or in part) of Force Majeure (as defined below), either party fails to perform or comply with any of its obligations under this Agreement, such failure will not constitute a default under or breach of this Agreement or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the Force Majeure operates to prevent (in whole or in part) compliance. The party whose performance is affected by the event of Force Majeure will promptly give notice to the other party of the occurrence of any Force Majeure which prevents performance or compliance with an obligation under this Agreement.

(2) For the purposes of this Agreement, "**Force Majeure**" means any cause beyond the reasonable control of the party seeking to take advantage of such Force Majeure, including, without limitation, any strike, lock-out, labour dispute, act of God, inability to obtain labour, utilities or services,

acts of any government authority, enemy or hostile actions, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, civil disturbances, explosions, fire or other casualty, unanticipated loads of transactions in the Registry system, breaches of security, computer viruses, faults in third party software and equipment and degradation or failure of telecommunications services; provided that if any such event is reasonably foreseeable by the party seeking to take advantage of such Force Majeure, such party shall have taken all reasonable steps within its reasonable control to avoid the occurrence of such Force Majeure.

11.15 Remedies Cumulative. The rights and remedies of CIRA under this Agreement are cumulative and no exercise or enforcement by CIRA of any right or remedy hereunder shall preclude the exercise or enforcement by CIRA of any other right or remedy hereunder or to which it is otherwise entitled by law to enforce.

11.16 Language. The parties to this Agreement have required that this Agreement and all deeds, documents and notices relating to this Agreement, be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise. The parties to this Agreement acknowledge that this Agreement has been drafted in the English language and in the French language and that each of these two versions is valid. However, the parties agree that in the event of any inconsistency or discrepancy between the English language and the French language versions of this Agreement, the English version will prevail and will be the only applicable version to resolve any issue related to the interpretation or execution thereof.

11.17 Copy of Agreement. The Registrant acknowledges having downloaded, or requested to be sent by email a copy of this Agreement (including the Rules of Procedures) for its own records.