

## 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., Tsinamdzgvishvili 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 the Parties and separately as the Party.

### 2. Recitals

*Whereas*, the Registry administers the Country Code Top Level Domain in Georgia, maintains the Domain Name Register in compliance with the .GE Domain Registration and Administration Rules (the **Domain Regulation**) and other legal grounds;

*Whereas*, the Registry has confirmed an application submitted by the Registrar in accordance with the Domain Regulation; The Registry has right and obligation to provide Registration Services to the Registrants and receive fee from the Registrants for providing such services;

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

*Whereas*, the Parties wish to ensure quality and security of the Domain Name Registration and use by the Registrants.

Therefore, the Parties agree as follows:

### 3. Definitions

- 3.1 Terms used in this Contract have meanings assigned to them in this Contract or the 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**- has the meaning provided in clause 19.1 of this Contract;
  - 3.2.3 **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 by sending written notice to the Registrar in an electronic form at least 1 (one) month prior to the entry into force of such amendments;
  - 3.2.4 **Competence Requirements** -means mandatory requirements as provided in clause 5.1 of this Contract 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 Contract, 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 this Contract, the Registrar assumes obligation and receives right and authorization to provide Registrants with the Registration Services pursuant to the terms and conditions of this Contract and the Domain Regulation.

##### **4.2 No exclusivity**

- 4.2.1 Rights granted to the Registrar under this Contract are not exclusive and signing this Contract does not restrict the Registry right 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 the Domain Regulation 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 webpage of the Registrar;
  - 5.1.4 The Registrar shall have established internal provisions, which regulate obligations of the Registrar's employees related to procession of personal data, including ensuring the availability and integrity of the data, and restriction on making redundant copies of personal data, and shall control fulfilment of such internal provisions.
- 5.2 During the term of the Contract the Registry has right to control performance of the Competence Requirements by the Registrar, including by inspecting the Registrar at its office and notifying about such inspection in advance within the reasonable

period of time. The Registrar shall allow the Registry to examine, for control purposes, the necessary data and shall cooperate with the Registry in good faith.

## 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 agreement concluded between the Registrant and the Registrar.
- 6.2 The Registry shall conclude service agreement with the Registrant 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 Obligation assumed by the Registrant before the Registry to follow the Domain Regulation in force and the instructions (if any) published on the webpage of the Registry;
  - 6.3.2 Consent of the Registrant, that the Registry may demand from the Registrant performance of its obligations provided in the service agreement on provision of Registration Services and in the Domain Regulation.
  - 6.3.3 Consent of the Registrant on the .GE Domain Name Dispute Resolution Policy (the **.GE Policy**), any applicable Rules and Supplemental Rules (as defined in the .GE Policy), the valid version of which are available at: <http://nic.ge/Service/Rules>; also consent on the jurisdiction of WIPO Arbitration and Mediation Center to hear the disputes in English language in accordance with the .GE Policy.

## 7. Rights and Obligations of the Registrar in the Process of Provisioning Registration Services

- 7.1 The Registrar shall provide Registration Services in accordance with the Technical Requirements as provided in Annex 2 of the Contract.
- 7.2 The Registrar is required, in the process of provision of Registration Service, to control the identity of the Registrant or his/her representative in accordance with the requirements prescribed in the Domain Regulation.
- 7.3 The Registrar shall provide Registration Services in good faith and in accordance with this Contract and the Domain Regulation.
- 7.4 In the process of providing Registration Services to the Registrants the Registrar shall consider the following financial terms:
  - 7.4.1 Fee for the renewal of the Registration shall be provided in the agreement to be concluded between the Registrant and Registrar on provisioning Registration Services;

- 7.4.2 Fee for the renewal of the Registration of the Domain Names registered before April 16, 2018:
- (i) for .GE Domain Name shall not exceed GEL 30 (thirty);
  - (ii) for General Domain shall not exceed GEL 12 (twelve).
- 7.4.3 Annual registration fee for registration of .GE Domain Name by the Registrant, as established by the Registrar shall be not less than GEL 28 (twenty-eight), and for General Domain not less than GEL 10 (ten).
- 7.5 The Registry has the right within its competence to demand from the Registrar performance of operations if such performance is necessary for the execution of a court judgment or award of alternative dispute resolution institution including WIPO Arbitration and Mediation Center.

## **8. Representations and Warranties of the Registrar**

- 8.1 The Registrar represents and warrants that:
- 8.1.1 The Registrar is a company duly established and existing under the laws of Georgia;
  - 8.1.2 The Registrar has all necessary powers and authority to enter into and perform this Contract;
  - 8.1.3 Execution and performance of this Contract by the Registrar a) shall not contradict with the internal organizational documents and other regulations of the Registrar; b) shall not breach, contradict with any agreement to which the Registrar is a party c) shall not breach governing law;
  - 8.1.4 The Registrar qualifies requirements provided in Annex 1 of the Contract and has capacity and relevant qualification to provide Registration Services to the Registrars in accordance with Technical Requirements set out in Annex 2 of this Contract.

## **9. Representations and Warranties of the Registry**

- 9.1 The Registry represents and warrants that:
- 9.1.1 The Registry is a company duly established under the laws of Georgia and administers .GE Country Code Top Level Domain in Georgia;
  - 9.1.2 The Registry has all necessary powers and authority to enter into and perform this Contract and the Domain Regulation;
  - 9.1.3 Execution and performance of this Contract by the Registry a) shall not contradict with the internal organizational documents and other regulations of the Registry; b) shall not breach, contradict with any agreement to which the Registry is a party c) shall not breach governing law;

## **10. Data of the Registrant**

- 10.1 Upon submitting an application for registration of the Domain Name the Registrar requests from the Registrant information as prescribed in the Domain Regulation. The Registrar shall not provide the Registration Services to the Registrant until the Registrant submits requested information and documents.
- 10.2 The Registrar is required to submit to the Registry an electronic application of Registrant in accordance with the requirements prescribed Annex 2 of the Contract, Technical Requirements.

## **11. Domain Regulation**

- 11.1 The Registrar shall apply and consider terms of the Domain Regulation in the agreement on provisioning registration services to the Registrant. The Registrar shall make the Domain Regulation available on its webpage, independently of the standard conditions of the Registrar's service agreement.

## **12. Maintaining Records**

- 12.1 The consents of the Registrant listed in clause 6.3 of the Contract shall be fixed in the service agreement on provisioning Registration Services. The Registrar shall submit service agreements concluded with the Registrants to the Registry upon its request. The Registry is entitled to make copies of such service agreements.
- 12.2 The Registrar shall preserve documents related to the provision of the Registration Service, including documents certifying payments made by the Registrant or the Registrant's representative, electronic log files and submit them to the Registry upon request. The Registry is entitled to make copies of such documents.
- 12.3 The Registrar shall preserve documents set out in clauses 12.1 and 12.2 of the Contract in a safe manner and protected from accidental damage/destruction.
- 12.4 The Registrar shall preserve documents named in clauses 12.1 and 12.2 of the Contract during the term of the Contract and for a period of 3 (three) years after the expiry of the term of the Contract, except when the Registrar has transferred documents to the Registry, or as provided in the Domain Regulation.
- 12.5 Upon request of the Registry, the Registrar shall provide, in a written form, information and documents related to its activities, which are reasonably necessary for the Registry to control fulfillment of the provisions of the Contract by the Registrar.
- 12.6 The Registry has the right to control fulfillment of the obligations by the Registrar

provided in this Contract including, fulfillment of the Technical Provisions, by inspecting during working hours the place where the Registrar is performing present Contract and by sending to the Registrar advance notice about such inspection in an electronic form.

### **13. Procession of Personal Data**

- 13.1 The Registrar shall process the Registrant's personal data on its own account in accordance with Georgian legislation and based on the consent provided by the Registrant. Consent of the Registrant to transfer its personal data to the Registry shall be provided in the registration agreement on provision of Registration Services.

### **14. Providing information to Registrant by the Registry**

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

### **15. Rules of professional Conduct for the Registrar**

- 15.1 The total number of Domain Names registered under the name of the Registrar shall not exceed 10% (ten percent) of the Domain Names that are in the profile of the Registrar.
- 15.2 The Registrar shall not overload the Name Servers or hinder (for example, organize Denial of Service [DoS] attacks) or perform other operations which may endanger the good operation and/or stability of the Domain Name system.
- 15.3 The Registrar shall act in good faith in its relations with the Registry and shall perform its obligations. The Registrar must not use in bad faith system and software used by the Registry.
- 15.4 The Registrar has the right to use sub-contractors, who have the right to accept applications from Registrants related to the provision of Registration Services and to perform other obligations of the Registrar on behalf of and in the name of the Registrar. The Registrar shall be liable for all of the actions of the sub-contractors related to the Domain Names.
- 15.5 Upon finding an error or deficiency in the Registry system, the Registrar shall notify to the Registry thereof. The Registrar must not inform third parties or the public about the error or deficiency without obtaining relevant consent of the Registry if this may result in damage to the Registry or third parties.

## 16. Financial Terms

- 16.1 The fees payable by the Registrar to the Registry in accordance with this Contract and respective terms of payment are provided in Annex 3 of this Contract. The Registrar has examined and agreed to Annex 3 of the Contract.
- 16.2 The Registry is entitled to amend terms of Annex 3 unilaterally in accordance with the Domain Regulation.

## 17. Compensation for Damages

- 17.1 The Registrar and the Registry shall compensate each other any direct damage arising out of breach of the Contract by intentional or due to gross negligence conduct of the party or in case of the Registrar of its sub-contractors.

## 18. Sanctions

### 18.1 Warning and Penalties

- 18.1.1 If the Registrar fails to perform its obligations arising out of the Contract and/or Domain Regulation the Registry shall send a warning to e-mail address of the Registrar regarding the elimination of the breach of the Contract and/or Domain Regulation, the warning shall contain information prescribed in clause 18.1.1 of the Contract.
- 18.1.2 In the notice of warning the Registry shall prescribe specific obligations breached by the Registrar and determine period of time for elimination of the breach which shall be not less than 1(one) business day.
- 18.1.3 The Registry is entitled to request compensation of damages and payment of penalty in each case of breach, the amount of penalty shall be 20 % (twenty percent) of the amount of an invoice issued by the Registry to the Registrar for the previous month in accordance with this Contract but not less than GEL 500 (five hundred) for each case of breach.
- 18.1.4 If the Registrar does not eliminate the breach within the period specified in the warning and does not pay penalty (if any) within 10 (ten) calendar days, the Registry has right to suspend the performance of the Contract until the payment of the penalty (if any) and elimination of the breach. Suspension of the performance Contract shall mean restriction of the Registrar to perform the following actions: registration of new Domain Name, renewal of registration, change of the Registrar (the **Suspension of the Contract**).

## 19. Entry into Force and Term of the Contract

- 19.1 This Contract enters into force upon signature by the Parties (the **Effective Date**) and remains in force for the period of 1 (one) year. If one of the parties does not notify the other party about its intention to terminate the Contract 1 (one) month prior to the expiration date the term of the Contract shall be prolonged for the same term; such automatic prolongation applies to each additional term.

## 20. Early Termination of the Contract

- 20.1 The Registry is entitled to early termination of this Contract in the following circumstances:
- 20.1.1 by sending 1 (one) month prior notice to the Registrar if the Registry has Suspended the Contract pursuant to clause 18.1.4 of the Contract and the Registrar has not eliminated the breach within 1 (one) month as of the Suspension of the Contract;
  - 20.1.2 immediately in case of grave breach by the Registrar. For the purposes of this clause grave breach shall mean breach of clause 15.2 of this Contract;
    - 20.1.2.1 pursuant to section 7 of Annex 3 of the Contract;
    - 20.1.2.2 pursuant to Articles 7.3.3; 7.3.4 and .7.3.5 of the Domain Regulation;
    - 20.1.2.3 this Contract can also be terminated by mutual agreement of the Parties and in accordance with Georgian legislation.

## 21. Governing Law and Dispute Resolution

- 21.1 Any dispute, controversy shall be settled by the Parties amicably. If the Parties fail to resolve the dispute by mutual agreement the dispute shall be finally settled by courts of Georgia.
- 21.2 This Contract shall be governed and construed in accordance with the laws of Georgia.

## 22. Confidentiality

- 22.1 Neither Party shall disclose confidential information obtained during the term of this Contract either during the existence of the Contract or during five (5) years following its termination or expiration.
- 22.2 For the purposes of this Contract confidential information shall mean any information transferred or to be transferred from one Party and/or any employee and/or contractor and/or employee of such contractor to the other, for any reason, also any information that will be obtained (or is already obtained) from the said persons in a written or oral form.

## 23. Final Provisions

- 23.1 No party hereto shall assign or transfer this Contract any of its rights and obligations hereunder without the prior written consent of the other party.
- 23.2 Parties confirm that all rights and obligations under this Contract shall also apply to its successors and assignees.
- 23.3 This Contract constitute the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior communication concerning this Contract.
- 23.4 The annexes to this Contract constitute inseparable part of this Contract.
- 23.5 The Contract is concluded in Georgian and English languages having equal legal force.

## 24. 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

## Annexes:

The following annexes constitute integral part of this Contract:

- Annex N1: Competence Requirements
- Annex N2: Technical Terms and Conditions
- Annex N3: Fees and Payment Terms
- Annex N4: .GE Domain Registration and Administration Rules (as amended)