



Registrar Accreditation Agreement

Vox Populi Registry Ltd.

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Version 1.0

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This document serves as the primary agreement between Vox Populi Registry Ltd. and the Registrar.

VOX POPULI REGISTRAR ACCREDITATION AGREEMENT

This Registrar Accreditation Agreement (the "Agreement") is entered into by and between:

Vox Populi Registry Ltd., a Cayman exempt corporation, with a principal place of business in Grand Cayman, Cayman Islands ("Vox Populi" also referred to as "Registry"), and the ICANN-accredited Registrar executing this Agreement and its employees, agents and representatives including person listed in its account ("Registrar").

Vox Populi and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Vox Populi operates certain top-level domain registries, including .SUCKS, under contract from the Internet Corporation for Assigned Names and Numbers ("Vox Populi TLDs") and operates and maintains certain servers and zone files for the Vox Populi TLDs; and

WHEREAS, Registrar wishes to register second-level domain names in the Vox Populi TLDs.

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

1. DEFINITIONS

- 1.1. **"Confidential Information"** means all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 7 days of the disclosure.
- 1.2. **"DNS"** refers to the Internet domain name system.
- 1.3. **"Emergency Circumstances"** means that conditions exist that require the immediate attention on the part of Vox Populi and/or Registrar and/or a Registered Name Holder in order to protect the security, stability or integrity of the System.
- 1.4. **"EPP"** means the Extensible Provisioning Protocol.
- 1.5. **"ICANN"** refers to the Internet Corporation for Assigned Names and Numbers.
- 1.6. **"IP"** means Internet Protocol.



- 1.7. **"Licensed Product"** means the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.
- 1.8. **"Personal Data"** means data about any identified or identifiable natural person.
- 1.9. **"Registered Name"** means a domain name within the domain of the Vox Populi TLDs with which Vox Populi or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).
- 1.10. **"Registered Name Holder"** means the person or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.
- 1.11. **"Supported Protocol"** means Vox Populi's implementation of EPP, or any successor protocols, supported by the System.
- 1.12. **"System"** refers to the multiple registrar system operated by Vox Populi for registration of Registered Names in the Vox Populi TLDs.
- 1.13. **"TLD"** means a top-level domain of the DNS.

2. OBLIGATIONS OF THE PARTIES

- 2.1. **System Operation and Access.** Throughout the term of this Agreement, Vox Populi shall provide Registrar with access to the System to transmit domain name registration information for the Vox Populi TLDs to the System. Nothing in this Agreement entitles Registrar to enforce any agreement between either (a) Vox Populi and ICANN or (b) Vox Populi and any third-party registry services company.
- 2.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Vox Populi requirements, including, without limitation, those authorized by ICANN, Vox Populi shall maintain the registrations of Registered Names sponsored by Registrar in the System during the term for which Registrar has paid the fees required under this Agreement.
- 2.3. **Distribution of EPP, APIs and Software.** No later than three (3) business days after the later of (a) the Effective Date of this Agreement or (b) the date on which Registrar signs an agreement with Vox Populi's third-party registry services provider, Vox Populi shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) application program interfaces ("APIs") to the Supported Protocol with documentation, and (iii) reference client software ("Software") that will allow Registrar to develop its system to register second-level domain names through the System for the Vox Populi TLDs. If Vox Populi elects to modify or upgrade the APIs and/or Supported Protocol, Vox Populi shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available. Unless Emergency Circumstances require a shorter time period, Vox Populi shall provide



commercially reasonable notice of any changes to the System in order to provide Registrar time and opportunity to implement any modifications or upgrades; no advance notice of a modification or upgrade shall be required if Vox Populi maintains backwards compatibility with existing Registrar operations.

- 2.4. **Registrar Responsibility for Customer Support.** Registrar is responsible for all initial support for Registered Name Holders with Registered Names registered through Registrar. In providing this customer support, Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall provide to Registered Name Holders emergency contact support information for critical situations such as domain name hijacking.
- 2.5. **Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Vox Populi TLDs, Registrar shall submit complete data as required by technical specifications of the System that are made available to Registrar from time to time. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Vox Populi in a timely manner.
- 2.6. **License.** Registrar grants Vox Populi as Registry a non-exclusive, royalty-free, nontransferable worldwide limited license to the data elements consisting of the Registered Name, the Register Name Holder's contact data for the Whois database, the IP addresses of nameservers, the identity of the registering registrar, and other data required or permitted by technical specifications of the Registry System as made available to Registrar by Vox Populi from time to time, solely for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by Vox Populi's Registry Agreement with ICANN concerning the operation of the Vox Populi TLDs, as may be amended from time to time.
- 2.7. **Registrar's Registration Agreement and Domain Name Dispute Policy.** Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder or its authorized representative which may be amended from time to time by Registrar. Registrar shall provide a copy of Registrar's registration agreement, or the URL at which it can be viewed, to Vox Populi upon request. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Vox Populi under this Agreement.

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to: (a) acknowledge and agree that Vox Populi reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by Vox Populi or any Registrar in connection with a domain name registration, or (ii) for the non-payment of fees to Vox Populi; and (b) indemnify, defend and hold harmless Vox Populi and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the



Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including the provisions set forth in [Registration Terms and Conditions](#) and any additional or modified terms published hereafter on the Vox Populi website, at <http://nic.sucks/>, after notice to Registrar.

Registrar shall contractually require Registered Name Holders to comply with Vox Populi's [Acceptable Use Policy and Terms of Service](#), as they may be updated from time to time and published on the Vox Populi website specific to the Vox Populi TLD for the Registered Name, and consistent with Vox Populi's Registry Agreement with ICANN.

Registrar shall disclose to Registered Name Holders the fact that Personal Data about the Registered Name Holder is shared with Vox Populi during the registration process and obtain the consent of each registrant in a Vox Populi TLD for such collection and use of Personal Data.

Registrar shall contractually require Registered Name Holders to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension Policy ("URS"), and any other rights protection mechanisms; and (ii) the Inter-Registrar Transfer Policy, as adopted by the ICANN Board of Directors on November 12, 2004; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Vox Populi, Registrar or Registered Names Holders.

- 2.8. **Registrar Notification of Changes.** Vox Populi will provide Registrar with notice via EPP with thirty (30) minutes of any cancellation, transfer, or other change made to any registration by Vox Populi that was not initiated by Registrar.
- 2.9. **Secure Connection.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Vox Populi, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. Each EPP session shall be authenticated and encrypted using two-way Transport Layer Security ("TLS") protocol. Registrar agrees to authenticate every EPP client connection with the System using both a certificate issued by either a commercial Certification Authority identified by Vox Populi or by Vox Populi itself and its Registrar client identifier (clid) and password, which it shall disclose only to its employees with a

need to know basis. Registrar agrees to notify Registry within twenty four (24) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way. Upon commercially reasonable prior written notification to Registrar, Vox Populi may require other industry standard security provisions, practices or technology to ensure that the Registry System is secure and stable, which Vox Populi may adopt from time to time in its reasonable discretion.

- 2.10. **Handling of Personal Data.** VoxPop shall handle Personal Data submitted to VoxPop in accordance with its published [Privacy Policy](#) (the "Privacy Policy"). VoxPop will provide sixty (60) days prior written notice of any changes to the Privacy Policy. VoxPop may from time to time use data submitted by Registrar for statistical analysis, provided that any such analysis will not disclose individual Personal Data and such data is only used for internal business purposes. VoxPop will not share, sell, rent or otherwise disclose any non-public data to any third parties unless required by law.
- 2.11. **Authorization Codes.** Registrar shall not provide identical Registrar-generated authorization <authlinfo> codes for domain names registered by different registrants with the same Registrar. Documentation of these mechanisms shall be made available to Registrar by Vox Populi. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code in accordance with the Transfer Policy (as defined below).
- 2.12. **Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business Vox Populi's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.
- 2.13. **Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN (the "Transfer Policy").
- 2.14. **Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the Vox Populi records shall control.
- 2.15. **Compliance with Operational Requirements.** Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements: (a) ICANN standards, policies, procedures, and practices for which Vox Populi has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (b) Operational standards, policies, procedures, and practices for the Vox Populi TLDs established from time to time by Vox Populi in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Vox Populi, and consistent with Vox Populi's Registry Agreement with ICANN, as applicable, upon Vox Populi's



notification to Registrar of the establishment of those terms and conditions.

- 2.16. **Resolution of Technical Problems or Breach of Agreement.** Registrar agrees to employ reasonably necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs and the systems of Vox Populi in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's breach of this Agreement, Vox Populi may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated.
- 2.17. **Prohibited Domain Name Registrations.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.
- 2.18. **ICANN Requirements.** Vox Populi's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.
- 2.19. **Accredited Registrar.** During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Vox Populi TLDs.

3. LICENSE

- 3.1. **License Grant.** Subject to the terms and conditions of this Agreement, Vox Populi hereby grants Registrar and Registrar accepts a non-exclusive, royalty-free, nontransferable, worldwide limited license to use for the term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Vox Populi TLDs only and for no other purpose. The Licensed Product, as well as any updates and redesigns, will enable Registrar to provide all services in the Vox Populi TLDs.
- 3.2. **Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of Vox Populi, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar or its authorized resellers, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated,



electronic processes that send queries or data to the systems of Vox Populi or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

- 3.3. **Changes to Licensed Materials.** Vox Populi may from time to time replace or make modifications to the Licensed Product licensed hereunder. Unless Emergency Circumstances require a shorter notice period, Vox Populi will provide Registrar with commercially reasonable notice prior to the implementation of any changes to the Supported Protocol, APIs or software licensed hereunder.

4. SUPPORT SERVICES

- 4.1. **Engineering Support.** Vox Populi agrees to provide Registrar with reasonable engineering telephone support to address engineering issues arising in connection with Registrar's use of the System. Such support for Emergency Circumstances shall be available 24x7x365.
- 4.2. **Customer Service Support.** During the term of this Agreement, Vox Populi will provide reasonable telephone, web-based and e-mail customer service support exclusively to Registrar for nontechnical issues solely relating to the System and its operation. Vox Populi will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available during regular business hours. The Customer Service Support obligations in this Section does not extend to Registered Name Holders or prospective customers of Registrar; customer service and support to Registered Name Holders and prospective customers of Registrar are the exclusive obligation of Registrar.

5. FEES

- 5.1. **Registration Fees.** Registrar agrees to pay Vox Populi the non-refundable fees set forth in the [fee schedule](#) published in the Vox Populi Registrar [website](#) (the "Registration Fees") and to communicate to, and obtain consent to charge, the Registered Name Holder for fees that are consistent with the Vox Populi Registration Fees. Vox Populi reserves the right to adjust the Registration Fees, provided that any price increase to a renewal fee shall be made only upon six (6) months prior notice to Registrar (by e-mail, hand, by registered mail, or by courier or express delivery service), and provided that such adjustments are consistent with Vox Populi's Registry Agreement with ICANN. Current prices and effective dates of price increases always will be found in the registrar portal of the Vox Populi website.
- 5.2. **Registration Fees for Registered Names in the URS System.** Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed. Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year.
- 5.3. **Security Check or Payment Security.** Registrars shall either (a) pass a financial credit and security check, to Vox Populi's satisfaction, that meets the financial requirements specified in Vox Populi's Accreditation Policy; or (b)



provide Vox Populi a payment security comprised of an irrevocable letter of credit or cash deposit or credit card (the "Payment Security"). The amount of the Payment Security establishes Registrar's credit limit in the Vox Populi System and should be based on anticipated monthly level of registrations and other billable transactions. Registrar agrees to modify its Payment Security to support increases in billable transaction volumes as required by the Vox Populi credit and billing policies. Vox Populi will invoice Registrar monthly in arrears for each month's Registration Fees.

- 5.4. **Fees Due.** All Registration Fees are due immediately upon receipt of Vox Populi's invoices. Vox Populi will typically invoice Registrar after the end of each calendar month for Fees due. Vox Populi may invoice Registrar more frequently depending on a Registrar's volume of transactions. Each invoice will detail each Vox Populi TLD and the Fees due for each Vox Populi TLD. In order to satisfy any outstanding account balances, Vox Populi may draw upon the Registrar's Payment Security. If this occurs, Registrar agrees to replenish Payment Security to the pre-draw level immediately upon completion of draw. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.
- 5.5. **Taxes.** The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Vox Populi) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar exclusively and shall not be considered a part of, a deduction from or an offset against such Registration Fees. All payments due to Vox Populi shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Vox Populi receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.
- 5.6. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy. Vox Populi will allow and support bulk transfer to Registrar, at no charge, and without extension of the registration term. (a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay Vox Populi the renewal registration fee associated with a one-year extension. The losing registrar's Registration Fees will not be refunded as a result of any such transfer. (b) For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay Vox Populi US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names). Fees under this Section 5.2 shall be due immediately upon receipt of Vox Populi's invoice pursuant to the Payment Security.
- 5.7. **Charges for Variable Registry-Level ICANN Fees.** If ICANN exercises its right under Section 6.3 of Vox Populi's Registry Agreements with ICANN to collect

variable registry-level fees, Registrar agrees to pay to Vox Populi its proportionate share of such fees paid by Vox Populi to ICANN. Vox Populi will bill Registrar for such fees as set forth in this Section 5.

- 5.8. **Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within 10 (ten) business days of receipt of a past due notice, Vox Populi may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 6.2 below; and (iv) pursue any other remedy under this Agreement.

6. TERM AND TERMINATION

- 6.1. **Term of the Agreement; Revisions.** The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or Vox Populi ceases to operate the registry for the Vox Populi TLDs.
- 6.2. **Compliance and Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination. In the event that Registrar fails to comply with the terms of this Agreement, Vox Populi may impose, at its election and after providing notice of breach to Registrar, graduated sanctions in lieu of issuing a termination notice, which sanctions may include limiting the ability of a Registrar (or a specific reseller of Registrar) to register new domain names or limiting the ability of a Registrar (or a specific reseller of Registrar) to update or modify records associated with Registered Names, or such other similar operational sanctions, until Registrar has become compliant with the terms of this Agreement. In the event that the cause of a Registrar's failure to comply with the terms of this Agreement is confined to the failure of a Registrar's reseller to comply, Registrar may, at its election, comply with the terms of this Agreement by terminating or suspending its reseller and assuming direct responsibility, if applicable, for any affected Registered Names.
- 6.3. **Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Vox Populi thirty (30) days notice of termination.
- 6.4. **Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate immediately in the event Registrar's accreditation for the Vox Populi TLDs by ICANN, or its successor, is terminated or expires without renewal.
- 6.5. **Termination in the Event that Successor Registry Operator is Named.** This Agreement shall terminate in the event ICANN designates another entity to



operate the registry for all of the Vox Populi TLDs.

- 6.6. **Termination in the Event of Bankruptcy.** Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.
- 6.7. **Effect of Termination.** Upon expiration or termination of this Agreement, Vox Populi will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to Vox Populi for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with any procedures established or approved ICANN, as appropriate, and (ii) either return to Vox Populi or certify to Vox Populi the destruction of all Confidential Information it has received under this Agreement. In the event of termination, Vox Populi reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars. All fees owing to Vox Populi shall become immediately due and payable.
- 6.8. **Termination for Non-Payment of Fees.** Notwithstanding the provisions of Section 6.7 above, In the event that this Agreement is terminated because of Registrar's non-payment of fees, Vox Populi shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to the accredited registrar of its choice.
- 6.9. **Survival.** In the event of termination of this Agreement, the following shall survive: (i) 7, 8.1, 8.5, 8.6, 8.10 and 8.14 and (ii) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement.

Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

7. LIMITATIONS, WARRANTIES AND DISCLAIMERS

- 7.1. **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTION 8.10, IN NO EVENT WILL VOX POPULI BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VOX POPULI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR A BREACH OF SECTION 8.10 OR THE INDEMNIFICATION OBLIGATIONS OF SECTION 8.14, IN NO EVENT SHALL THE MAXIMUM



AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID OR PAYABLE TO VOX POPULI UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) \$250,000 USD.

- 7.2. **Registrar's Representations and Warranties.** Registrar represents and warrants that: (a) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction, (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (c) it is, and during the term of this Agreement, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after May, 2013 (d) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (e) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.
- 7.3. **Vox Populi's Representations and Warranties.** Vox Populi represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the Cayman Islands, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by Vox Populi, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Vox Populi in order for it to enter into and perform its obligations under this Agreement.
- 7.4. **Disclaimer of Warranties.** The EPP, APIs and Software are provided "as-is" and without any warranty of any kind.

VOX POPULI EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

VOX POPULI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE EPP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE EPP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR- FREE, OR THAT DEFECTS IN THE EPP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VOX POPULI DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

8. MISCELLANEOUS



- 8.1. **No Third Party Beneficiaries; Relationship of the Parties.** This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.
- 8.2. **Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation (other than payment obligations) or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.
- 8.3. **Further Assurances.** Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.
- 8.4. **Amendment in Writing.** Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services offered by Vox Populi after the date of execution of this Agreement and approved by ICANN may be subject to additional terms and conditions as may be established by Vox Populi, which terms and conditions shall be deemed accepted in the event Registrar opts to offer such future approved services.
- 8.5. **Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).
- 8.6. **Dispute Resolution; Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation.

This Agreement is to be construed in accordance with and governed by the internal laws of the Cayman Islands without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Cayman Islands to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in a court located in Grand Cayman, Cayman Islands.

Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each court located in the Cayman Islands in connection with any such legal proceeding.

- 8.7. **Notices.** Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed

properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless Party has given a notice of a change of address in writing:

If to Vox Populi:

Registrar Relations
Vox Populi, Corp.
Governors Square, Unit 3-110
23 Lime Tree Bay Avenue
Grand Cayman, Cayman Islands
PO Box 1361, George Town, KY1-1108

with email copies to legal@VoxPopRegistry.com

If to Registrar:

To the address provided to Vox Populi by Registrar at time of agreeing to this RRA and as amended by the Registrar from time to time.

- 8.8. **Assignment/Sublicense.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of Vox Populi.

Vox Populi may assign its rights or obligations under this Agreement, in whole or in part, to an affiliate or successor without the consent of Registrar.

- 8.9. **Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Vox Populi's Registry Agreement with ICANN for the Vox Populi TLDs is validly assigned, Vox Populi's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Vox Populi under this Agreement. In the event that Registrar's accreditation agreement with ICANN is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

- 8.10. **Use of Confidential Information.** During the term of this Agreement, each Party (the "Disclosing Party") may disclose its Confidential Information to the other Party (the "Receiving Party").

Each Party's use and disclosure of Confidential Information disclosed hereunder are subject to the following terms and conditions:

- (a) The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures;



(b) The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever;

(c) The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and take reasonable steps to maintain the confidentiality thereof;

(d) The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party;

(e) The Receiving Party agrees not to prepare any derivative works based on the Confidential Information;

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

8.11. **Delays or Omissions; Waivers.** No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf

of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

- 8.12. **Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.
- 8.13. **Intellectual Property.** Subject to Section 2.6 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.
- 8.14. **Indemnification.** Registrar, at its own expense, will indemnify, defend and hold harmless Vox Populi and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Vox Populi or any affiliate of Vox Populi based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service.

In the event of an indemnified event: (a) Vox Populi will provide Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Vox Populi will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Vox Populi for its actual and reasonable costs. Vox Populi shall have the right to control the defense of Vox Populi to any claim or in litigation, through counsel of its choice, whose fees shall be subject to indemnification as provided herein. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Vox Populi's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Vox Populi in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

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