

**REGISTRANT AGREEMENT**  
**Version 1.9**

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

In consideration of the registration by CIRA of the Domain Name applied for by the Registrant in the name of the Registrant, 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 Names registered by CIRA for the Registrant.

**1.2 Definitions.** In this Agreement:

“**Account Information**” means the user account and private password information provided by CIRA, from time to time, to the Registrant for use in connection with Domain Name Registrations;

“**Activation**” means the activation time and date of a Domain Name Registration as stated in the confirmation email sent by CIRA to the Registrant confirming the activation of the Domain Name in the CIRA system;

“**Administrative Contact**” means the person identified in the Registration Information as the Administrative Contact for the Registrant’s Domain Name Registration(s);

“**Domain Name**” means a .ca domain name or sub-domain name;

“**Domain Name Registration**” means the registration by CIRA of a Domain Name in the Registry, in the name of the Registrant, pursuant to this Agreement;

“**Fees**” means the fees payable to CIRA in connection with this Agreement, including an application for a Domain Name and/or any renewal, transfer, and any other fees payable in connection with a Domain Name Registration;

“**Member**” has the meaning specified in CIRA’s *Amended and Restated By-Law No.1*, which is located on CIRA’s website at: [www.cira.ca/en/document/bylaw1.pdf](http://www.cira.ca/en/document/bylaw1.pdf);

“**Registrant’s Registrar**” means each Registrar which is authorized by CIRA to apply on behalf of the Registrant, for the registration of a Domain Name and to effect other requests and transactions with respect to the Registrant’s Domain Name Registrations;

“**Registrars**” mean the persons from time to time certified by CIRA to offer Domain Name Registration services within the .ca Internet Domain Name system;

“**Registration Information**” means all information which CIRA requires the Registrant to submit to CIRA or the Registrant’s Registrar to obtain a Domain Name Registration, any renewal, transfer, cancellation or modification of a Domain Name Registration or any other request or transaction with respect to a Domain Name Registration and all other information concerning the Domain Name Registration which is maintained in the Registry or which appears in CIRA’s web-based look-up directory system (the “**WHOIS**”);

“**Registry**” means the .ca Internet Domain Name registry operated by CIRA; and

“**Registry PRP**” means the CIRA policies, rules, and procedures relating to Registrants, Registrars, and Domain Name Registrations as may be amended or adopted by CIRA from time to time, which are located on CIRA’s website at: [www.cira.ca/en/PRP.html](http://www.cira.ca/en/PRP.html).

## **ARTICLE 2 AGREEMENT, REGISTRY PRP, AND AMENDMENTS BY CIRA**

**2.1 Acceptance of Agreement and Registry PRP.** This Agreement sets forth the terms and conditions of the registration of Domain Names by the Registrant with CIRA. By accepting this Agreement, the Registrant acknowledges that it has read, understood, and agrees to be bound by all the terms and conditions of this Agreement, and the Registry PRP, which CIRA may establish and amend from time to time. The Registry PRP are located on CIRA’s website at: [www.cira.ca/en/PRP.html](http://www.cira.ca/en/PRP.html).

**2.2 Amendment of Agreement by CIRA.** CIRA shall have the right, at any time and from time to time, to amend any or all of the terms and conditions of this Agreement. CIRA shall use commercially reasonable efforts to notify the Registrant of material amendments to this Agreement by email in accordance with Section 10.1. However, any amendment to this Agreement will be binding and effective upon 30 days after the posting of such amendment on CIRA’s website.

**2.3 Amendment and Establishment of new Registry PRP by CIRA.** CIRA shall have the right, at any time and from time to time, to amend any or all of the Registry PRP and/or establish new Registry PRP. CIRA shall use commercially reasonable efforts to notify the Registrant of material amendments and/or material new Registry PRP by email in accordance with Section 10.1. However, any such amendment to the Registry PRP or new Registry PRP will be binding and effective upon the posting of such amendment or new Registry PRP on CIRA’s website.

**2.4 Obligation to Review; Disagreement.** The Registrant agrees to periodically review CIRA’s website, and specifically this Agreement and the Registry PRP available on CIRA’s website, to be aware of any amendments to the Agreement, Registry PRP and/or any new Registry PRP. If the Registrant does not agree with any amendments to the Agreement, the Registry PRP and/or any new Registry PRP, then the Registrant may terminate this Agreement in accordance with Section 7.11. By continuing to maintain Domain Name Registrations in the

Registry, the Registrant has agreed to be bound by any amendments to the Agreement, the Registry PRP and/or the establishment of any new Registry PRP after they become effective.

### **ARTICLE 3 DOMAIN NAMES PROVISIONS**

#### **3.1 Registrations of Domain Names.**

(a) **Applications.** The Registrant acknowledges and agrees that applications for the registration of a Domain Name shall be made to CIRA only by the Registrant's Registrar, on behalf of the Registrant, in accordance with this Agreement and the Registry PRP.

(b) **Processing of Applications.** CIRA shall process complete applications for the registration of a Domain Name. CIRA, in its sole discretion, shall have the right to approve or reject any application for the registration of a Domain Name and/or agree or 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 upon the approval or rejection of an application.

**3.2 No Proprietary Right.** The Registrant acknowledges and agrees that a Domain Name is not property and that a Domain Name Registration 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. The entry of a domain name in the Registry and/or in the "WHOIS" database shall not be construed as evidence of ownership of any Domain Name Registration. 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.

**3.3 Renewals, Transfers, Modifications, Cancellations and Other Transactions.** 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 in accordance with this Agreement and the Registry PRP. CIRA will notify the Registrant's Registrar of any renewal, transfer, modification, cancellation or other transaction regarding a Domain Name Registration.

**3.4 Right of CIRA to Verify Information and Compliance.** CIRA is entitled at any time during the Term (as defined in Section 7.1) to verify: (a) the accuracy and completeness of any information provided by the Registrant to CIRA, whether directly, through any of the Registrant's Registrars or otherwise; and (b) the compliance by the Registrant with the provisions of the Agreement and the Registry PRP. The Registrant shall fully and promptly cooperate with CIRA in connection with such verification and shall give to CIRA, either directly or through the Registrant's Registrar such assistance, access to and copies of, such information and documents as CIRA may reasonably require to complete such verification. CIRA and the Registrant shall each be responsible for their own expenses incurred in connection with such verification.

**3.5 User Account Number and Password.** CIRA will issue Account Information from time to time to the email address in the Registration Information for the Administrative Contact. The Account Information shall be used only by the Registrant, or the Administrative Contact, to confirm the identity of the Registrant to CIRA and for other purposes as permitted in the Registry PRP. The Registrant acknowledges and agrees that the use of the Account Information by any

person is deemed use by the Registrant, unless and until the Registrant notifies CIRA that the Account Information may have fallen in to the hands of an unauthorized user.

### 3.6 Administrative Contacts.

(a) **Agent for the Registrant.** The Registrant acknowledges and agrees that the Administrative Contact, any person who uses the Account Information or who sends or receives emails from the Administrative Contact's email address as identified in the Registration Information for a Registrant and Domain Name Registration(s), is hereby irrevocably authorized by the Registrant to: 1. act as the Registrant's agent in connection with the Registrant's Domain Name Registrations; 2. be CIRA's contact for the Registrant and the Domain Name Registration(s); and 3. is recognized by CIRA and hereby irrevocably authorized by the Registrant to take any and all actions in connection with the Domain Name Registration(s) including, without limitation, transferring it to another person and/or obtaining the Account Information for the Registrant or replacement of the Account Information.

(b) **Administrative Contact Email Address.** The Registrant acknowledges and agrees that all CIRA notices to the Registrant will be sent by email only, and shall be sent to the Registrant's Administrative Contact email address as listed in the Registration Information. It is solely the responsibility of the Registrant to ensure that the Administrative Contact's email address is at all times functional and accurate and to make arrangements with its Administrative Contact to receive any and all notices sent by CIRA to the Registrant's Administrative Contact. If CIRA can show that a notice was sent to the Registrant's Administrative Contact email address, CIRA shall not be liable to the Registrant or any third party for damages arising from a failure to receive notice from CIRA.

### 3.7 Registrars.

#### (a) Changes of Registrar.

(1) **Time Period.** The Registrant may change the Registrant's Registrar with respect to a Domain Name Registration at any time once 30 days has elapsed from the date of Activation.

(2) **End of Registrar.** In the event that a Registrant's Registrar is no longer a Registrar, has had its certification as a Registrar suspended, revoked or terminated, and/or 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. Such change must occur within 30 days of notice being given to the Registrant.

(3) **Agreement and Registry PRP.** Any change of the Registrant's Registrar must be done in accordance with this Agreement and the Registry PRP.

(b) **Registrar as Agent.** The Registrant acknowledges and agrees that the Registrant's Registrar is hereby irrevocably authorized to act as the Registrant's agent in connection with Domain Name Registrations. Accordingly, any communication and/or instructions to or from the Registrant's Registrar will be taken as being to or from the

Registrant. Without limiting the generality of the foregoing, the Registrant acknowledges and agrees that the Registrant's Registrar may: (a) make changes to the Administrative Contact details at any time without having to comply with CIRA's change of critical information approval process (as set out in the Registry PRP), provided the Registrant has granted the Registrant's Registrar the authority to do so; and (b) cancel the Registrant's Domain Name Registration within 7 days of the Activation at their discretion and without the Registrant's consent.

(c) **Registrar Obligations.** The Registrant acknowledges that the Registrant's Registrar has a number of obligations to CIRA, and should the Registrar fail to comply with such obligations, CIRA may reject all transactions requested by the Registrar including those which could affect the Registrant's Domain Name Registrations. In such an event, notice shall be given to the Registrant, and the Registrant shall be responsible for changing such Registrant's Registrar to a new Registrar.

**3.8 Membership.** The Registrant acknowledges and agrees that if the Registrant becomes a Member of CIRA, the Registrant agrees to abide by the terms of CIRA Membership, as set out in *CIRA's Amended and Restated By-law No.1, Policy on Membership* and the Registry PRP, which are located on CIRA's website at [www.cira.ca/en/document/bylaw1.pdf](http://www.cira.ca/en/document/bylaw1.pdf), [www.cira.ca/en/document/membership.pdf](http://www.cira.ca/en/document/membership.pdf), and [www.cira.ca/en/PRP.html](http://www.cira.ca/en/PRP.html) respectively.

#### **ARTICLE 4 CERTAIN REGISTRANT OBLIGATIONS**

**4.1 Certain Registrant Obligations.** Throughout the Term of this Agreement, the Registrant shall comply with and abide by all provisions of this Agreement and the Registry PRP. Furthermore, the Registrant shall, in accordance with this Agreement and the Registry PRP:

- (a) submit Registration Information to CIRA upon request, and ensure at all times that the Registration Information is true, complete and accurate;
- (b) promptly give notice to the Registrant's Registrar (for communication to CIRA), of any change to any Registration Information;
- (c) comply with and observe all international, federal, provincial and local laws and regulations and other laws of applicable governmental authorities relating to the Registrant's Domain Name Registration(s) ("**Applicable Laws**");
- (d) 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;
- (e) not engage in any direct or indirect activity which, in CIRA's reasonable opinion, is designed to bring, or may bring, the Registry into disrepute, is designed to interfere, or may interfere, with CIRA's operations or designed to expose, or may expose, CIRA to prosecution or to legal action by the Registrant or a third party;
- (f) act in good faith towards CIRA;

(g) 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;

(h) 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;

(i) not use any trade-mark, trade-name or symbol of CIRA or any trade-mark, trade-name or symbol likely to be confused therewith; and

(j) be wholly responsible for taking, or ensuring that the Registrant's Registrar for a Domain Name Registration takes, all necessary steps to renew the Domain Name.

**4.2 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 and/or the Registry PRP. To the extent that the provisions of any such agreement conflict or are inconsistent with the provisions of this Agreement and/or the Registry PRP, the Registrant hereby agrees that the provisions of this Agreement and Registry PRP shall prevail and be binding on the Registrant for the benefit of CIRA.

## **ARTICLE 5 REGISTRATION INFORMATION**

**5.1 Consent to Use of Registration Information.** The Registrant consents to the collection, use, storage and disclosure of Registration Information, including any personal information of the Registrant, as set out in CIRA's *Privacy Policy*, which is located on CIRA's website at: [www.cira.ca/en/document/privacy.pdf](http://www.cira.ca/en/document/privacy.pdf).

**5.2 Disclosure Procedure.** For any Registration Information which is not made available in the WHOIS database, the Registrant acknowledges and agrees that: (a) such information will be maintained in the CIRA Registry and may be used and disclosed by CIRA as permitted herein and/or in the Registry PRP; and (b) CIRA shall have no liability for any claim, damage, loss or expense arising as a result of the disclosure of Registrant Information as permitted herein and/or the Registry PRP.

**5.3 Third Party Correspondence.** The Registrant acknowledges and agrees that CIRA may forward to the Registrant any correspondence from third parties and may exercise its discretion to refuse to forward such correspondence. The Registrant agrees that CIRA shall have no liability for any claim, damage, loss or expense arising as a result of CIRA reviewing sending, delaying or failing to review or send any such correspondence to the Registrant. The Registrant further acknowledges and agrees that CIRA has no control over the content of information that may be sent to the Registrant via CIRA and that CIRA shall have no liability for any claim, damage, loss or expense arising as a result of any such content.

**5.4 WHOIS.** The Registrant acknowledges and agrees that CIRA has no control over how any person uses the information disclosed by CIRA through the WHOIS database, whether or not the information is subject to domestic or foreign privacy laws.

## **ARTICLE 6 REGISTRANT REPRESENTATIONS AND WARRANTIES**

**6.1 Representations and Warranties.** The Registrant covenants, represents and warrants to CIRA as follows:

(a) **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.

(b) **Registration Information.** During the Term of this Agreement, all Registration Information is and at all times shall be true, complete and accurate and not misleading in all respects.

(c) **No Infringement.** During the Term of this Agreement, 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 copyright, trade-mark, patent 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.

(d) **Qualification.** During the Term of this Agreement, the Registrant meets and shall continue to meet all the requirements of this Agreement and/or the Registry PRP to: (a) be a Registrant, (b) apply for the registration of a Domain Name Registration, and (c) hold and maintain a Domain Name Registration, including without limitation CIRA's *Canadian Presence Requirements for Registrants*, which is located on CIRA's website at: [www.cira.ca/en/document/CPR.pdf](http://www.cira.ca/en/document/CPR.pdf).

**6.2 Survival.** The Registrant acknowledges and agrees that the limitations on warranties, conditions and liabilities, and the representations and warranties of the Registrant contained herein shall forever survive the expiry or termination of this Agreement or any suspension or cancellation of any Domain Name Registration.

## **ARTICLE 7 TERM; RIGHTS AND REMEDIES OF CIRA AND THE REGISTRANT**

**7.1 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 until terminated as set out herein.

**7.2 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 Registry PRP. 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 Registry PRP.

**7.3 Restrictions on Domain Name Registrations.** CIRA may, in accordance with this Agreement, the Registry PRP or, in its sole discretion and at its sole option, restrict the Registrant's ability to renew or transfer any or all of the Registrant's Domain Name Registrations. CIRA may also restrict the Registrant's ability to merge the Registrant's Domain Name Registrations or Registration Information with any other Domain Name Registrations or Registrant, at any time and for any or no reason whatsoever.

**7.4 Suspension and/or Cancellation of Domain Name Registrations.** CIRA may, in its sole discretion and at its sole option, upon notice to the Registrant suspend and/or cancel a Domain Name Registration within 30 days of Activation for any reason whatsoever, or in the event that:

- (a) the Registration Information concerning such Domain Name Registration contains false, misleading, or inaccurate information;
- (b) the Registrant fails or failed to pay to the Registrant's Registrar or former Registrant's Registrars, when due, any fees for registration, transfer, and/or renewal of Domain Name Registrations;
- (c) the 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 or the Registry PRP;
- (d) the Registrant breaches any term of this Agreement or any of the Registry PRP;
- (e) the Registrant at any time fails to meet all the requirements of this Agreement and/or the Registry PRP to: (a) be a Registrant, (b) apply for the registration of a Domain Name Registration, and (c) hold and maintain a Domain Name Registration, including without limitation CIRA's *Canadian Presence Requirements for Registrants*, which is located on CIRA's website at: [www.cira.ca/en/document/CPR.pdf](http://www.cira.ca/en/document/CPR.pdf);
- (f) the Registrant engages in any direct or indirect activity which in CIRA's opinion is or may disrupts, interfere with and/or abuse CIRA's operations or Registry, brings, or may bring, the Registry into disrepute, designed to interfere or may expose CIRA to prosecution or to legal action by the Registrant or a third party;
- (g) 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;
- (h) the cancellation, transfer or suspension of a Domain Name Registration is required by an order or decision under CIRA's Domain Name Dispute Resolution Policy or an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator; or
- (i) 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.



**7.5 Suspension and Cancellation for Failure to Renew.** If a Domain Name Registration is not renewed at the end of its Registration Period, it shall be cancelled by CIRA. The Domain Name Registration shall first be suspended, and during the period of suspension, the Registrant may renew the suspended Domain Name Registration by complying with the Registry PRP with respect to renewals. The Domain Name Registration shall be cancelled by CIRA if the Registrant fails to renew such Domain Name Registration during the period of suspension.

**7.6 Suspension and Cancellation for Failure to Confirm Registration Information.** CIRA may in its sole discretion and at its sole option immediately suspend a Domain Name Registration for failure by the Registrant to confirm the accuracy and completeness of Registration Information upon CIRA's request. During the period of suspension as prescribed by CIRA, the Registrant may at any time reactivate the suspended Domain Name Registration by confirming the Registration Information. If a Registrant fails to confirm the Registration Information in accordance with the Registry PRP within the period of suspension prescribed by CIRA, CIRA may, in its sole discretion, cancel the Domain Name Registration.

**7.7 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) except only where suspension is due to section 7.5, no activities associated with the Domain Name Registration and/or information concerning the Domain Name Registration will be possible, including without limitation, renewals, transfers, cancellations, modifications or other requests or transactions;
- (c) an Internet user will not be able to send an email or access a web page which incorporates such Domain Name Registration;
- (d) 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;
- (e) CIRA may reactivate the suspended Domain Name Registration at any time in its sole discretion; and
- (f) CIRA may extend the period of suspension at any time for such period as CIRA may determine in its sole discretion.

**7.8 Effect of Cancellation of a Domain Name Registration.** Upon the cancellation by CIRA of a Domain Name Registration for any reason 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;

(d) CIRA will list the cancelled Domain Name Registration as available in its WHOIS look up system; and

(e) if the Registrant is a Member, the Registrant will cease being a Member forthwith after cancellation of the Domain Name Registration, unless the Registrant has at least one other Domain Name Registration.

**7.9 Prohibition on New Registrations.** If the Registrant breaches the Registrant's obligations contained in Section 4.1(g) of this Agreement CIRA may, in its sole discretion prohibit the Registrant from registering any new Domain Names for a period of up to 3 years upon notice from CIRA.

**7.10 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 or any of the Registry PRP, other than as set forth in Sections 7.10(b) – (g), and fails to cure that breach within 10 days of receipt of notice from CIRA;

(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 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;

(e) the Registrant files, or consents to the filing against it of, any petition for relief, reorganization or liquidation under any bankruptcy or insolvency law of any jurisdiction, or has any such petition filed against it that is not dismissed within 30 days thereafter,

(f) the Registrant makes a general assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over a substantial portion of its assets, or has any proceeding seeking such an appointment filed against it; and/or

(g) an execution or any other process of any court shall become enforceable against the Registrant.

**7.11 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 30 days notice to CIRA. The Registrant understands and agrees that the Registrant's Registrar shall not be entitled to any refund of any Fees in such event.

**7.12 Effect of Termination of Agreement.** Upon termination of this Agreement for any reason: (a) all Domain Name Registrations in the name of the Registrant shall be immediately and automatically cancelled and they shall be made available for any other person to register; (b) in the case of a Registrant who is a Member, the immediate and automatic termination of the

Registrant's Membership in CIRA; and (c) Sections 5.1, 7.9, 6, 8, 9 and 10 of this Agreement shall survive.

**ARTICLE 8**  
**LIMITATIONS ON WARRANTIES, CONDITIONS, LIABILITY; INDEMNIFICATION**

**8.1 EXCLUSION OF REPRESENTATIONS, WARRANTIES AND CONDITIONS.**  
THE REGISTRANT EXPRESSLY UNDERSTANDS AND AGREES THAT:

ALL SERVICES PROVIDED BY CIRA, INCLUDING WITHOUT LIMITATION, THE PROVISION OF DOMAIN NAME REGISTRATIONS ("SERVICES"), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CIRA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, CIRA MAKES NO WARRANTY:

- THAT THE REGISTRY WILL BE AVAILABLE AT ALL TIMES DURING THE TERM;
- THAT THE SERVICES WILL BE TIMELY, SECURE OR ERROR FREE;
- THAT THE SERVICES WILL BE FREE FROM BUGS OR VIRUSES;
- WITH RESPECT TO THE ACCESSIBILITY, 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.

**8.2 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR CIRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH:

(A) NEITHER CIRA NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY TO THE REGISTRANT FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUES OR PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND

(B) CIRA'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO ACTUAL, DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT RECEIVED BY CIRA FROM THE REGISTRANT'S REGISTRAR FOR THE DOMAIN NAME REGISTRATION THAT IS THE SUBJECT OF SUCH CLAIM.

FOR GREATER CERTAINTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS EXCLUSION OF LIABILITY SHALL APPLY TO ANY COSTS, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR RELATED TO ACCESS DELAYS OR INTERRUPTIONS TO THE REGISTRY, CIRA'S WEBSITE, THE REGISTRANT'S WEBSITE, OR THE DOMAIN NAME REGISTRATION SYSTEM; ISSUES WITH THE DNS ("DOMAIN NAME SYSTEM"); UNAUTHORIZED USE OR MISUSE OF THE REGISTRATION'S ACCOUNT INFORMATION AND/OR REGISTRATION INFORMATION; OR CIRA'S FAILURE OR REFUSAL TO REGISTER, RENEW, TRANSFER, MAINTAIN, MODIFY OR CANCEL A DOMAIN NAME REGISTRATION.

### **8.3 Indemnity.**

(a) The Registrant agrees to defend, 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 the Registrant's use of the Services, including without limitation the Registrant's use of any Domain Name Registration, the Registrant's violation of the Registrant Agreement or Registry PRP, or the Registrant's violation of any rights of another person.

(b) When CIRA is threatened with a suit or sued by a third party, we may seek written assurances from the Registrant concerning their promise to indemnify CIRA. The Registrant acknowledges and agrees that its failure to provide those assurances may be considered by CIRA to be a material breach of this Agreement. CIRA shall have the right to participate in any defence by the Registrant of a third-party claim, with counsel of CIRA's choice at CIRA's own expense. CIRA shall reasonably cooperate in the defence at the Registrant's request and expense. The Registrant shall have sole responsibility to defend CIRA against any claim, but the Registrant must receive CIRA's prior written consent regarding any related settlement.

## **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.** 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 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, and the Registry PRP, 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.

## **ARTICLE 10 GENERAL TERMS**

**10.1 Notices.** Any notice or other communication provided hereunder shall be in writing. Notices from CIRA to the Registrant shall be sent by email to the email address for the Registrant's Administrative Contact, and will be deemed to have been given and received on the date on which they are sent. Notices from the Registrant to CIRA shall be sent by: (a) personal delivery, (b) courier, or (c) confirmed facsimile transmission, addressed to: General Counsel, CIRA 350 Sparks Street, Suite 306, Ottawa, Ontario K1R 7S8 and shall be effective on the earlier of: (i) confirmation of receipt or (ii) three days after the date of posting or transmission.

**10.2 Time of Essence.** Time is of the essence in this Agreement.

**10.3 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.

**10.4 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 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 shall be in CIRA's sole discretion. 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.

**10.5 Entire Agreement.** This Agreement (including the Registry PRP which are incorporated by reference herein) 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.

**10.6 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).

**10.7 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.

**10.8 Governing Law; Attornment.** 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. The Registrant agrees to submit to the personal and exclusive jurisdiction of a court of competent jurisdiction in the City of Ottawa in the Province of Ontario.

**10.9 Force Majeure.** Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations under this Agreement resulting from causes beyond its reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

**10.10 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.

**10.11 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.*