

## Domain Name Registration Agreement

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This domain name registration agreement (“**Agreement**”) is signed between the parties:

- (1) (name, identification number) (hereinafter referred to as “**Registrar**”);
- (2) (name, identification number) (hereinafter referred to as “**Registrant**”).

The **Registrant** and **Registrar** are jointly referred to as “Parties” and separately as “Party”.

*Since* the **Registrar** provides **Registration Services** to registries;

*Since* the **Registrant** has presented an electronic registration application to register **domain name** to the **Registrar**, which meets the terms of the **Domain Registration and Administration Rules** and the **Registrant** wants to receive **registration services from the Registrar**;

*Since* the **Registrar** has confirmed the application submitted by the **Registrant** in accordance with the **Domain Registration and Administration Rules** and undertakes to provide **Registration Services** to the **Registrant** with **this Agreement**;

*Since* the **Registrar** is acquainted with and agrees to the **Domain Registration and Administration Rules** and **Personal Data Protection Policies**, which are an integral part of **this Agreement**.

*Since* the Parties wish to determine the terms of **Registration Services** providing by the **Registrar** to the **Registrant** under this **Agreement** and with accordance to the **Domain Registration and Administration Rules**.

Accordingly, the Parties agree on:

### 1. Definition of Terms

- 1.1. The terms used in this **Agreement** have the meaning given in this **Agreement** and in **Domain Registration and Administration Rules**.
- 1.2. The following terms, if it isn't required differently by the context, have the following meanings:
  - 1.2.1. “**Agreement**” means this Agreement of the Domain Name Registration with all its attachments.
  - 1.2.2. The “**Registration Fee**” has the meaning determined by the Paragraph 4.1. of this **Agreement**.
  - 1.2.3. The “**Registration Renewal Fee**” has the meaning determined by the Paragraph 4.2. of this **Agreement**.
  - 1.2.4. “**Domain Name**” for the purposes of this **Agreement** means the Domain Name specified in the e-mail application by the **Registrant** [\*].

### 2. Subject of the Agreement

- 2.1. The **Registrar** undertakes an obligation to provide **Registration Service** to the **Registrant** for the following **Domain Name** indicated in his e-mail [\*].

2.2. By registering the **Domain Name**, the **Registrant** receives limited, transmitted, renewed, exclusive right of use the **Domain Name** with the terms and conditions as provided in this **Agreement** and **Domain Registration and Administration Rules**.

### 3. The Entry into Force of the Agreement and Term of Validity

3.1. This **Agreement** enters into force from the moment of payment of the **Registration Fee** in accordance with Paragraph 4.1. by the **Registrant** and is valid for [1] year, [\*].

3.2. In the event that the **Registrant** pays the **Domain Name Registration Renewal Fee** for the next registration period before the expiration of the term of this **Agreement**, it (this **Agreement**) shall be automatically extended for the period of [1] year with the same conditions. This condition applies to each subsequent period.

### 4. Registration Fee and Terms of Payment

4.1. The **Registrant** is obligated to pay [\*] GEL to the **Registrar** for one Domain Name Registration for [1] calendar year and to get the **Registration Service**, including the taxes under the current legislation of Georgia (hereinafter “**Registration Fee**”).

4.2. The **Domain Name Registration Renewal Fee** for the next period is [\*] GEL including the taxes under the living legislation of Georgia (hereinafter “**Registration Renewal Fee**”).

4.3. In case of the wish to continue this Agreement automatically, the **Registrant** undertakes the obligation to pay the **Registration Renewal Fee** as indicated in the Paragraph 4.2. before the term of validity of this Agreement expires.

### 5. The Rights and Obligations of the Parties

5.1. The **Registrant** Has the Right:

- (i) To require the Registrar to fulfill the obligations undertaken by this **Agreement** and **Domain Registration and Administration Rules**.

5.2. **The Registrant is Obligated:**

- (i) To get acquainted with and fulfill the **Domain Registration and Administration Rules** and relevant instructions (if any) published on the web site nic.ge;
- (ii) To pay the **Domain Registration** and **Registration Renewal Fees** on time (if any);
- (iii) To provide the necessary information to the **Registrar** for the Registration Data renewal;
- (iv) To submit additional information determined by the **Domain Registration and Administration Rules** to the **Registrar** in case of the **Registrar**'s request;
- (v) To fulfill the obligations undertaken by this **Agreement** and **Domain Registration and Administration Rules** in good faith;
- (vi) To use the **Domain Name** in such a way that does not infringe the rights of third parties, regulating law or acts of legal force.

5.3. The Administrator is Obligated:

- (i) To require the **Registrant** to fulfill the **terms and conditions of use** and the **GE Domain Registration** and obligations undertaken by this Agreement.

#### 5.4. The Registrar is Obligated:

- (i) To provide the **Registration Services** in accordance with the **Domain Registration** and **Administration Rules** for the **Registrant** under this **Agreement**.
- (ii) To ensure updating the registration data and information provided by the **Registrant** on time.

## 6. The Statements and Guarantees of the Parties

### 6.1. The **Registrant** states and guarantees that:

- (i) The information indicated in the registration application is complete and correct;
- (ii) The contact e-mail address is valid;
- (iii) Have obtained all necessary permits and consent from **administrative contact person, technical contact person, billing contact person** (if any), including and not only, the use of their contact information for **Domain Registration** and **fulfillment the requirements of the Administrative Rules**;
- (iv) The **Registrant** has a legal right to use the **Domain Name**;
- (v) The **Registrant** meets all the necessary requirements for registering the Domain Name;
- (vi) The registration and use of the **Domain Name**, as it is known to the Registrant, does not and will not infringe any legal act, regulating legislation or the rights of third parties.

### 6.2. The **Registrar** states and guarantees that:

- (i) The **Registrar** has all the relevant entitlements to sign this **Agreement** and fulfill all obligations under this **Agreement**;
- (ii) The signature and execution of this **Agreement** by the **Registrar** a) does not outrage, resist or will not cause the violation of the obligations provided by any agreement which party is the **Registrar**; b) does not infringe regulating legislation.

## 7. The Responsibilities of the Parties

- 7.1. In the event of wrongful use of **Domain Name**, including violation the rights of the third parties as a result of such use, the **Registrant** is obliged to compensate the expenses and/or damage caused by the **Domain Registration and Administration Rules**.

## 8. Grounds for Agreement Termination

### 8.1. The ground for Agreement termination are:

- 8.1.1. Consensus between the Parties;
- 8.1.2. Expiration term of the Agreement;
- 8.1.3. The amendments in the current legislation that modifies or revokes any provision of this Agreement does not invalidate the entire Agreement or its other provisions. In this case the Parties endeavor to replace provision inappropriate with current legislation or invalidated, with the provision, which best reflects the meaning of an inappropriate or invalidated provision;
- 8.1.4. Other grounds envisaged by the Georgian legislation.

## 9. Regulating Legislation

- 9.1. The Georgian legislation applies to the relationships and **Agreement** between the **Registrant** and the **Registrar**;
- 9.2. The dispute arising from or related to the Agreement will be resolved through negotiations between the Parties. In case of failure to reach consensus between the Parties, the dispute is considered by the Georgian court in accordance with the Georgian legislation.

## 10. The Rule of Alternative Settlement of Dispute

- 10.1. In case of **Domain Name** registration the **Registrant** consents to the Uniform Domain Name Dispute Resolution Policy (“**UDRP**”), including UDRP standards and additional rules, that are an integral part of this domain regulation. UDRP rules are available on the following website [-];
- 10.2. The **Registrant** consents that UDRP disputes will be settled by the WIPO Arbitration and Mediation Center. The language of dispute should be English.

## 11. Personal Data Processing

- 11.1. **The Registrant consents** to the personal data processing by the **Registrar** in accordance with the Georgian Legislation and **Personal Data Protection Policy**;
- 11.2. The **Registrant** consents that the **Registrar** can transfer the Personal Data to the **Administrator**.

## 12. Other Terms of the Agreement

- 12.1. The Agreement is formed in Georgian and English languages. The Georgian and English versions of this Agreement have equal legal force.
- 12.2. The invalidity of any of the articles (or parts) of this Agreement will not result in the invalidity of the Agreement entirely.
- 12.3. The Agreement titles are provided for convenience only and they do not have any impact on the explanation of the terms of this Agreement.

## The Requisites and Signatures of the Parties

### Registrar

LTD SKILLERS | 405253933

ADDRESS: GEORGIA, TBILISI  
VAZHA-PSHAVELA AVENUE #70B

#### BANK ACCOUNTS:

BANK OF GEORGIA  
GE32BG000000100583802GEL

TBC BANK  
GE76TB7222736080100007GEL

### Registrant

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## Annex N1

### Personal Data Processing Regulations

1. The registrar is authorized to process personal data in relation to Domain Names for the Administrator and on behalf of the Administrator only for objectives and on condition determined in the domain registration and administering rules and the agreement with the registrar. This Annex represents an inseparable part of the domain name registration agreement.
2. The registrar shall keep personal data confidential and use them only for fulfillment of the registrar's duties and functions.
3. The registrar is authorized to delegate the personal data processing authority to subcontractors, if any, based on preliminary written consent from the Administrator.
4. The registrar shall ensure compliance of personal data collection and processing procedures with the regulatory legislation and incorporate similar procedure within internal regulations of the registrar.
5. The registrar is authorized to transmit personal information in hand to the Administrator upon request.
6. The registrar shall apply such organizational and technical mechanisms that will insure valuable protection of personal data. To this end, the registrar assumes the obligation to:
  - 6.1. Oblige the employed personnel to fulfill applicable requirements and corresponding procedures for personal data protection;
  - 6.2. Apply such information-technological mechanisms for collection and protection of personal data that will ensure data protection from accident or illegal annihilation, revision, disclosure, obtaining, any other forms of illegal use and accidental or illegal loss;
  - 6.3. Carry out preventive measures to protect personal information from damage, unauthorized access by the third bodies.
7. According to the domain registration and administering regulations, the administrator and registrar are authorized to disclose the registrant's personal information in the following cases:
  - 7.1. Publishing information about the domain name on the website;
  - 7.2. Transmitting information about the registrant to the third body, authorized body with due authorities, including WIPO arbitration and mediation center, court, alternative instance for disputes discussion.
8. The registrar and the administrator are authorized to process and store the registrant's personal data for 3 years after expiration of the validity period of the agreement on registration services between the registrant and the registrar and termination of the agreement.
9. The registrant, the administrative contact person and technical contact person are authorized from the administrator and the registrar, through whom the registrant has submitted a registration application for the domain name registration or replacing the registrar, to request information about personal data processed by the administrator and the registrar at any time.
10. If the registrar's activity is suspended, the registrar shall cease processing personal data, fully transmit personal data in hand to the administrator and remove such data from its own system and database.

## The Requisites and Signatures of the Parties

### Registrar

LTD SKILLERS | 405253933

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VAZHA-PSHAVELA AVENUE #70B

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### Registrant

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