

# CORE - Registration Agreement

In order to complete the registration process you must read and agree to be bound by all terms and conditions herein.

## TERMS AND CONDITIONS

### 1. Definitions

"You" and "your" refers to the individual or entity that wishes to register a domain name using the registration services provided by CORE.

"We" and "us" refers to Internet Council of Registrars ("CORE"), with domicile in World Trade Centre II, 29 Route de Pre-Bois, CH1215, Geneva, Switzerland.

Tuonome.it refers to the CORE member through which your application is processed.

"Agreement" refers to this Domain Name Registration Agreement.

"Registry Operator" refers to the entity responsible for managing and operating the registry where the domain name is registered. Currently the existing registry operators are: Verisign for .com/.org/.net; Afilias Limited for .info; NeuLevel, Inc. for .biz; Global Name Registry for .name.

### 2. Enforceability of the Agreement

The Agreement shall not be effective until and if accepted by us. The registration of the domain name shall imply our acceptance of the Agreement. Upon acceptance of the Agreement its terms and conditions shall be binding for both parties.

### 3. Submission of the Agreement

We are an accredited registrar of Internet Corporation for Assigned Names and Numbers ("ICANN") under an agreement between ICANN and us ("ICANN Agreement"). You also acknowledge that we have also entered into an agreement with the Registry Operator (the "Registry Operator Agreement").

Therefore, you acknowledge that we may modify the Agreement if necessary to comply with the ICANN Agreement or the Registry Operator Agreement, or in general with the ICANN policies or the Registry Operator Policies, that may be adopted from time to time.

### 4. Your Data

**4.1.** As part of the registration process you are required to provide us with the following information: a) your full name, postal address, e-mail address, voice telephone number, and fax number if available; b) the name of an authorized person for contact purposes in case of a registrant that is an organization, association or corporation; c) the IP addresses of the primary nameserver and secondary nameserver for the domain name; d) the corresponding names of those nameservers; e) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; f) the name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact ("your Data"); and to update it, keep it current, accurate and complete at all times.

Without prejudice to the above, Tuonome.it may request other relevant data that may be kept by Tuonome.it in order to facilitate the commercial relationship with you.

**4.2.** You agree to respond within fifteen (15) calendar days to inquiries from us concerning the accuracy of your Data.

**4.3.** You acknowledge that your Data will be:

- 4.3.1. transmitted to the Registry Operator for registry use
- 4.3.2. publicly available through the Whois Database Service, by itself or through any research engine developed by the Registry Operator for the consultation of such a data base
- 4.3.3. made available to ICANN for inspection
- 4.3.4. included and kept in our databases for the provision of registration services
- 4.3.5. included and kept in Tuonome.it databases for the maintenance and development of the commercial relationship.

**4.4.** Your Data will be held and processed by us, Tuonome.it, ICANN and the corresponding Registry Operator, for the purposes indicated above. By accepting this Agreement, you consent to the use of your Data as described above, and to the transfer of data to the abovementioned recipients.

**4.5.** Furthermore, subject to the policies implemented by ICANN, we may need to provide third-party bulk access to your Data for commercial purposes. Prior to providing third party bulk access to your Data we will obtain an agreement in writing from such party by which it commits not to use your Data for mass, unsolicited, commercial advertising purposes (spam).

**4.6.** With respect to third party individuals personal data that you provide us with, you guarantee that you have informed to such third party individuals of the intended uses and recipients of their personal data and have obtained of such third party individuals the corresponding consent.

**4.7.** You may request us a copy of your Data in our possession to review, modify or update it.

**4.8.** We will not process your Data in a manner incompatible with the purposes and uses mentioned above. We will take reasonable precautions to protect your Data from loss, misuse, unauthorized access or disclosure, alteration or destruction.

## **5. Policies of use**

You agree that the domain name shall be in accordance with the syntax norms established by ICANN, and shall not consist of any of the reserved names established by the Registry Operator. Said norms and policies can be found at the web page of ICANN [www.icann.org](http://www.icann.org). You acknowledge that a domain name registered against the syntax norms or the reserved names may be cancelled. We will not be liable in any case for such cancellation.

## **6. Licenses of the Domain Name and Agents**

You will remain responsible for all obligations under this Agreement even if you license use of the domain name to a third party. You accept liability for any harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you reasonable evidence of actionable harm.

You agree that if this Agreement is completed by anyone on your behalf, acting as your agent, you are nonetheless bound as a principal by all terms and conditions provided herein, including the Dispute Policy.

## **7. Breach of the Agreement**

You acknowledge that wilfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement and be a basis for its cancellation.

Furthermore, you acknowledge that failure to respond for over fifteen calendar days to our inquiries concerning the accuracy of contact details associated by the domain name registration will constitute a material breach of this Agreement and be a basis for its cancellation.

## **8. Domain Name Dispute Policy**

You agree to be bound by our current Domain Name Dispute Policy ("Dispute Policy") and the Dispute Policy procedures. The Dispute Policy and the Dispute Policy procedures are incorporated in this Agreement by reference, and can be found at <http://www.corenic.org/dispute-policy>. You agree that we, at our sole discretion, may modify the Dispute Policy at any time. You agree that maintaining the registration of a domain name after modifications to the Dispute Policy become effective constitutes your continued acceptance of said modifications. If you do not agree to such a modification, you may request that your domain name be deleted.

Any disputes regarding to registration or use of your domain name will be subject to the Dispute Policy. You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name is challenged by a third party. In this sense, you expressly submit to the jurisdiction of i) the courts of our registered domicile, ii) the courts of your domicile as indicated in our Whois database at the time of submission of the claim iii) and to the courts of the domicile of Tuonome.it, being its registered domicile Via della Lama 33 - Chiesina U. (PT) Italy. You also agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy.

## **9. Cancellation, suspension of the Domain Name**

You acknowledge that (i) if you wilfully provide inaccurate or unreliable information or willfully fail to update information promptly and (ii) if you fail to follow the policies of use established by the ICANN and the Registry Operator, will constitute a material breach of this agreement and that it will entitle us to cause the cancellation of your registration.

You understand and accept that your domain name registration may be cancelled, suspended or transferred pursuant to any ICANN adopted specification or policy or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification (i) to correct mistakes by us or the Registry Operator in registering the name, including but not limited to, the cancellation, within fortyfive (45) days from registration, of your domain name when its

registration has taken place as a result of a previous erroneous cancellation; or (ii) for the resolution of disputes concerning the domain name.

You understand and accept that the Registry Operator may cause the cancellation or transfer of your registration that it deems necessary, in its discretion, to protect the stability or the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal, on the part of the Registry Operator or us as well as its or our affiliates, subsidiaries, officers, directors and employees.

We and the Registry Operator reserve the right to put your domain name on hold during resolution of a dispute.

We reserve the right to suspend or cancel your domain name in the event that you use the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or if you use your domain name in connection with unlawful activity.

You understand that we will have to cause the cancellation of your domain name registration if we receive a notification to that effect issued by a competent authority under the relevant applicable laws.

#### **10. Limitation of Liability**

You accept that we shall not be liable to you for (i) any loss of registration of a domain name for whatever reason not due to our negligence or willful misconduct; (ii) access delays, system errors or failures or interruptions to our registration system; (iii) non-delivery or misdelivery of data between you and us; (iv) events beyond our reasonable control; (v) events produced pursuant to the instructions received from the Registry Operator or ICANN; (vi) the failure of you or your agent to pay any fees hereunder; (vii) the application of the Dispute Policy.

In no event shall our liability arising out of this Agreement, the claim of any third party, or the termination of this Agreement, exceed the amounts effectively paid by you to us (or to the Tuonome.it) pursuant to this Agreement. In no event shall we have any liability for any indirect, incidental, special or consequential damages, however caused and on any theory of liability, including but not limited to loss of anticipated profits, even if it has been advised of the possibility of such damages.

You acknowledge that we are not part of any terms or condition that Tuonome.it may establish in connection with the payment of the domain names. In this sense, we will not be responsible for any action or omission that Tuonome.it may take in order to obtain complete payment of the amounts due.

#### **11. Indemnity**

You represent and warrant to us that to the best of your knowledge neither the registration of the domain name or the manner in which it is directly or indirectly used infringes the legal rights of any third parties.

You shall indemnify and hold harmless the Registry Operator and us and its or ours directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration or use thereof. This indemnification is in addition to any indemnification required under the Dispute Policy.

#### **12. Applicable law & Jurisdiction**

This Agreement shall be governed by the laws of Switzerland.

Any claim, dispute or other matter in question with respect to or arising under this Agreement or the breach thereof shall be decided by either the Courts of your domicile, as indicated in our Whois database at the time of submission of the claim, or the courts of our registered domicile.

#### **13. General**

This Agreement contains our entire agreement and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between you and us.

Neither of us shall be liable for any loss or damage due to delays in its delivery or performance, for its failure to manufacture, deliver or perform, arising out of any cause beyond its reasonable control.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **14. Special Provision for .info**

Should you wish to register a domain name under the .info TLD, in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions.

**14.1.** In addition to the terms and conditions in connection with the use and process of your Data, you also consent to the use, copying, distribution, publication, modification and other processing of your Data by the Registry Operator, its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement.

**14.2.** You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"). The UDRP is incorporated to this Agreement by reference and can be found at <http://www.icann.org/udrp/udrp.htm>. This policy is subject to modifications.

**14.3.** You agree to comply with the requirements set forth by the Registry Operator for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy ("SDRP"), which are incorporated to this Agreement by reference and can be found at <http://www.afilias.info/faq/sunrise-challenge-policy.html>. This policy is subject to modifications.

**14.4.** You acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) your ability or inability to obtain a domain name during these periods, and (b) the results of any dispute over a Sunrise Registration.

## **15. Special Provision for .biz**

Should you wish to register a domain name under the .biz TLD, in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions.

**15.1** You certify to the best of your knowledge that:

a) the registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (a) selling, trading or leasing the domain name for compensation, or (b) the unsolicited offering to sell, trade or lease the domain name for compensation.

b) You have the authority to enter into the registration agreement

c) The registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

For the purposes of this clause, bona fide business or commercial use means the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computer through the DNS:

a) to exchange goods, services, or property of any kind;

b) in the ordinary course of trade or business; or

c) to facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

**15.2** You agree to be bound by the Registry Operator current domain name dispute policy that is incorporated and made a part of this Agreement by reference. [http://www.neulevel.biz/stop\\_overview/index.html](http://www.neulevel.biz/stop_overview/index.html). In addition you agree to be bound by (i) the ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), which is incorporated to this Agreement by reference and can be found at <http://www.icann.org/udrp/udrp.htm>; (ii) the start up Trademark Opposition Policy (STOP), which is incorporated to this Agreement by reference and can be found at [http://www.neulevel.biz/stop\\_overview/index.html](http://www.neulevel.biz/stop_overview/index.html); (iii) the Restrictions Dispute Resolution Criteria and Rules (RDRP), which is incorporated to this Agreement by reference and can be found at [http://www.neulevel.biz/stop\\_overview/index.html](http://www.neulevel.biz/stop_overview/index.html).

You agree that the Registry Operator may change its dispute policy at any time and that maintaining the registration of a domain name under the .biz TLD after modifications to the dispute policy become effective, constitutes your continued acceptance of said modifications.

## 16. Special Provision for .name

Should you wish to register a domain name under the .name TLD, in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions.

**16.1** You certify to the best of your knowledge that:

1. You apply for the domain name as an individual
2. There is a relationship between you and the name being applied for

For purposes of this clause " a relationship between you and the name being applied for" means that the name being applied is: (i) your personal name or the name by which you are commonly known (ii) a name on behalf of a fictional character, if you have a trademark or service mark rights in that character 's personal name.

For these purposes, it is possible for you to register your personal name with numeric characters to differentiate it from other personal names. Initials can also be used, but can 't stand alone on the second level.

3. the registered domain name will be used exclusively for personal use

For the purposes of this clause, the word "personal" means an individual and not legally incorporated entity, and the words "personal use" means that there is no commercial intention or activity.

**16.2** You also agree that from time to time, the Registry Operator may share some of your personal data , such as your address and postcode, with third parties who are conducting, on behalf of the Registry Operator, market analysis.

**16.3** You acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise and Land Rush Periods including, without limitation (a) your ability or inability to obtain a domain name during these periods, and (b) the results of any dispute over Sunrise or Land Rush Registrations.

## 17. Special Provision for .US

Should you wish to register a domain name under the .us TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions.

**17.1** You certify that you apply for the domain name as:

(i) A natural person (i) who is a United States citizen, (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States or any of its possessions.

(ii) A United States entity or organisation that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories, or (ii) or-ganised or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state or lo-cal government of the United States or a political subdivision thereof, and non-commercial organisations based in the United States).

(iii) A foreign entity or organisation that has a bona fide presence in the United States of America or any of its possessions or ter-ritories.

For the purposes of this clause, "bona fide presence in the United States" means presence based on real and substantial lawful con-tacts with, or lawful activities in the United States of America or any of its possessions or territories.

**17.2** You agree to provide the additional information required by the Registry Operator as foreseen by the usTLD Nexus Requirements that are incorporated and made part of this Agreement by refer-ence ([http://www.nic.us/policies/docs/ustld\\_nexus\\_requirements.pdf](http://www.nic.us/policies/docs/ustld_nexus_requirements.pdf)).

**17.3** In addition to the terms and conditions in connection with the use and process of your data, you also consent to the use, copying, distribution, publication, modification and other processing of your data by the

Registry Operator, its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement.

17.4 You agree to be bound by the Registry Operator current domain name dispute policy that is incorporated and made part of this Agreement by reference (<http://www.nic.us/policies/docs/usdrp.pdf>).

You agree that the Registry Operator may change its dispute policy at any time and that maintaining the registration of a domain name under the .us TLD after modifications to the dispute policy become effective, constitutes your continued acceptance of said modifications.

17.5 You agree to comply with the requirements set forth by the Registry Operator for domain names registered during the Sunrise Period according to the .us Sunrise Policy that is incorporated and made part of this Agreement by reference (<http://www.nic.us/register/sunrise/index.html>).

17.6 You acknowledge that the Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation (a) your ability or inability to obtain a domain name during this period, and (b) the results of any dispute over Sunrise Registration.

### **18. Special Provisions for .cn**

Should you wish to register a domain name under the .cn TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions. In case of conflict, the terms and conditions established in this provision 18 shall prevail when registering a domain name under the .cn TLD.

**18.1** You acknowledge that in this Agreement the term Registry Operator when used in connection with the registration of a domain name under the .cn TLD shall also mean the Registry Gateway Provider, that is, the entity authorized, at each time, by the Registry Operator of the .cn TLD to provide the registry gateway services. Currently, the Registry Gateway Provider is the company NeuStar, Inc.

**18.2** You certify that: (i) the data provided in the domain name registration application is true, correct, up to date and complete; (ii) you will keep the information provided up to date; and (iii) to the best of your knowledge you have the authority to enter into this Agreement.

**18.3** You agree that you may not register or use a domain name that is deemed by the Registry Operator to:

- (i) be against the basic principles described in the Constitution of the Peoples Republic of China ("PRC");
- (ii) jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;
- (iii) harm national honor and national interests of the PRC;
- (iv) instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- (v) violate the PRC's religion policies or propagate cult and feudal superstition;
- (vi) spread rumors, disturb public order or disrupt social stability of the PRC;
- (vii) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- (viii) insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- (ix) take any other action prohibited in laws, rules and administrative regulations of the PRC.

**18.4** You agree to be bound by the Registry Operator domain name policy and rules and the Registry Operator domain name dispute policy that are incorporated and made part of this Agreement by reference:

China Internet Domain Name Regulations (currently at <http://www.cnnic.net.cn/ruler/20.shtml>)

CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at <http://www.cnnic.net.cn/ruler/16.shtml>)

[CNNIC Domain Name Dispute Resolution Policy \(currently at http://www.cnnic.net.cn/doc/e-10.shtml\)](http://www.cnnic.net.cn/doc/e-10.shtml)

Rules for CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-9.shtml>)

You agree that the Registry Operator may change its domain name policy and rules and the domain name dispute policy at any time and that maintaining the registration of a domain name under the .cn TLD after modifications to the abovementioned policies and rules become effective, constitutes your continued acceptance of said modifications.

**18.5** Further to the jurisdictions indicated in provision 8 of this Agreement, you expressly submit to the jurisdiction of the courts of the People's Republic of China.

**18.6** With respect to the registration of a .cn TLD, this Agreement shall be governed by the laws of the People's Republic of China.

**19. Special Provisions for .coop**

Should you wish to register a domain name under the .coop TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions. In case of conflict, the terms and conditions established in this provision 19 shall prevail when registering a domain name under the .coop TLD.

**19.1** In order to qualify to register a domain name under the .coop TLD you are required to enter into an agreement with DotCooperation LLC, the sponsor of the .coop TLD (hereinafter, the "Sponsor Registration Agreement"). You agree to be bound by the terms and conditions of the Registration Agreement, which is incorporated to this Agreement by reference <http://www.nic.coop/terms.asp>. By accepting this Agreement you will also accept by incorporation the said Sponsor Registration Agreement.

**19.2** You agree to indemnify and keep us indemnified in the same circumstances as established in the Registration Agreement with respect to the Sponsor. You agree to give us the same guarantees you give the Sponsor in the Registration Agreement. If applicable, you agree to be bound towards us by the same obligations as you are bound to the Sponsor in the Registration Agreement.