

## Registration Agreement

### **Additional terms and conditions for the registration of .co.za, .org.za, .net.za, .web.za, .capetown, .durban and .joburg domain names.**

The registration of these domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and ZA Central Registry NPC being the authoritative registry. These rules are incorporated into the registration agreement as follows:

1. The registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.  
The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), ZA Central Registry NPC and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to the registrant's domain name registration, including , without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. The registrant shall not enter into any settlement or compromise of any such indemnifiable claim without united-domains AG's prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
2. All domains under these conditions are registered by united-domains AG as accredited registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. The Registrant is obliged to immediately correct changes that lead to the incorrectness of the disclosed data without delay, but at the latest within 7 days and is obliged to answer requests for review and correction of data within 15 days. Registrant acknowledges that a breach of this obligation entitles the united-domains AG and ZA Central Registry NPC to block and/or delete the domain name.
3. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at [www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm) and URS which can be found at [newgtlds.icann.org/en/applicants/urs](http://newgtlds.icann.org/en/applicants/urs) and comply with the requirements set forth by ZA Central Registry NPC for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy.

ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited registrar shall implement any such revision speedily and these will become binding upon the registrant. Any revised version will be posted at: [www.icann.org/](http://www.icann.org/)

4. According to the technical standards and procedures of the internet the registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data, including personal data by ZA Central Registry NPC. and its designees and agents. This data is stored within the contractual commitments and may be transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible.  
Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.
5. Registrant warrants that notification equivalent to that described in Section 4 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the registrant, and that the registrant has obtained the consent equivalent to that referred to in Section 4, last paragraph, of any such third-party individuals.
6. Registrant accepts that ZA Central Registry NPC is entitled to, at any time, to verify (a) the truth, accuracy, and completeness of any information provided by the Registrant (the "Registrant Information"), whether directly, through any of the Registrar's of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. united-domains AG and the Registrant shall fully comply and cooperate with ZA Central Registry NPC in connection with such verification and furnish all available documentation as ZA Central Registry NPC may reasonably require to complete the verification.
7. Registrant acknowledges that ZA Central Registry NPC 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) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
8. united-domains AG and ZA Central Registry NPC expressly reserve the right to deny, reject, revoke, suspend, delete, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to enforce ICANN and ZA Central Registry NPC Policies, or that is not accompanied by complete and accurate information, or to establish, assert, or defend the legal rights of united-domains AG, ZA Central Registry NPC or any third party, or to avoid any liability, civil or criminal, on the part of united-domains AG and/or ZA Central Registry NPC as well as their affiliates, subsidiaries, officers, directors and employees, or to correct mistakes made by united-domains AG or ZA Central Registry NPC. united-domains AG and ZA Central Registry NPC also reserve the right to freeze a domain during resolution of a dispute.
9. Registrant acknowledges that it is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Registrant accepts that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension of domain names.
10. Should a third party (the "Complainant") , in contemplation of legal action against the Applicant/Registrant in Court or as described in Clause 11, present ZA Central Registry NPC or united-domains AG with *prima facie* evidence that indicates that the Domain Name violates the rights of the Complainant, then ZA Central Registry will be entitled to provide the Complainant with the Applicant/Registrant's name and contact particulars. All

further communication will exclude ZA Central Registry NPC and united-domains AG, and who will have no further obligations to the Applicant/Registrant or Complainant.

11. The Applicant/Registrant accepts the jurisdiction of any dispute resolution mechanism established in respect of the Domain Name in question by ZA Central Registry, ICANN or by applicable law, as the case may be, in disputes relating to the Domain Name, including the UDRP and URS, and agrees to be bound by any decision that may result.
12. ZA CENTRAL REGISTRY ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF ZA CENTRAL REGISTRY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For adjudication of any legal disputes between the Applicant/Registrant and ZA Central Registry, the Applicant/Registrant hereby consents to the jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria). The Agreement will be construed and interpreted in accordance with the law of the Republic of South Africa.
13. The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
  - (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
  - (ii) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>;
  - (iii) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>;
  - (iv) The Inter-Registrar Transfer Policy, available at <http://www.icann.org/en/resources/registrars/transfers/policy>;
  - (v) The Trademark Post-Delegation Dispute Resolution Procedure, available at <http://newgtlds.icann.org/en/program-status/pddrp>;
  - (vi) The Registration Restriction Dispute Resolution Policy, available at <https://www.icann.org/resources/pages/rrdrp-2010-02-15-en>;
  - (vi) The Registry-Registrar-Agreement, available at [https://www.registry.net.za/downloads/u/ZACR\\_Registry-Registrar\\_Agreement.pdf](https://www.registry.net.za/downloads/u/ZACR_Registry-Registrar_Agreement.pdf) and
  - (vii) Registry policies available at: <https://www.registry.net.za/content.php?gen=1&contentid=143&title=Legal%20/%20Policies>