

Note: KeConnect act as an agent for Melbourne IT for domain registrations under the .eu top level domain.

DOMAIN NAME REGISTRATION AGREEMENT

Date: November 2005

.eu registrations only

TERMS AND CONDITIONS

1. Introduction

This domain name registration agreement ('Registration Agreement') is submitted by you, the applicant for, and on registration, the licence holder of a domain name (the 'Registrant') to Melbourne IT Limited ACN 073 716 793 ('Melbourne IT') for the purpose of registering a .eu domain name on the Internet.

2. Terminology

Melbourne IT is an accredited Registrar of Internet Corporation for Assigned Names and Numbers ('ICANN') and an accredited Registrar of .eu domain names by the European Registry for Internet Domains vzw/asbl ('EURid'), the registry administrator responsible for administering the .eu domain name registry (the 'Registry Administrator').

3. Licensing of Domain Name

Registrant remains the responsible contracting party under this Registration Agreement, even if Registrant licenses use of the domain name to a third party.

4. Non Payment

Registrant agrees that failure to pay any fee for its domain name when due (as evidenced for example by, without limitation, Registrant's credit card company notifying Melbourne IT of Registrant disputing the payment of, or refusing to pay such fee, or where the Registrant's credit card payment has been declined or reversed) will entitle Melbourne IT to immediately transfer the relevant domain name from the Registrant to Melbourne IT, at its sole discretion. Registrant acknowledges that Melbourne IT will own all rights of the registered domain name holder in respect of any domain name transferred to Melbourne IT under this clause 4, including the right to sell the domain name to a third party. Melbourne IT may in its sole discretion re-transfer the relevant domain name to the Registrant subject to the Registrant's payment of any outstanding fee, and Registrant's payment of Melbourne IT's then current re-transfer fee.

5. Dispute Policy

a) Registrant agrees that its .eu domain name registration is subject to the terms of the Registry Administrator's current domain name dispute resolution rules for .eu domain name disputes located at www.eurid.eu. Registrant acknowledges that it has read and understood and agrees to be bound by the terms and conditions of the dispute resolution rules of the Registry Administrator as documented on its website www.eurid.eu as amended from time to time by the registry administrator.

b) Registrant agrees that Registry Administrator may modify its .eu domain name dispute resolution rules as described in paragraph (a) by posting any revisions to the policy with 30 days prior written notice. Registrant agrees that by maintaining the reservation or registration of its .eu domain name after modifications to the dispute resolution rules become effective, it has agreed to the modifications.

c) Registrant agrees that if use of its .eu domain name registration is challenged by a third party, it will be subject to the provisions of the .eu domain name dispute resolution rules as described in paragraph (a) (as updated), including any .eu registry policies incorporated by reference (if any). Registrant agrees that if the Registry Administrator is notified that a complaint has been filed with a judicial or administrative body regarding Registrant's use of a .eu domain name registration, Registrant agrees not to make any changes to its domain name record without the approval of the Registry Administrator. Registry Administrator may not allow Registrant to make changes to such domain name record until:

- i. directed to do so by the judicial or administrative body, or
- ii. it receives notification by Registrant and the other party contesting the registration that the dispute has been settled.

Registrant agrees that if it is subject to litigation regarding registration and use of its .eu domain name registration, Registry Administrator may deposit control of the domain name record into the registry of the judicial body by supplying a party with a certificate handing control of the domain name to the relevant judicial body from the Registry Administrator.

6. Agents

Registrant agrees that if this Registration Agreement is completed by an agent for the Registrant, such as an Administrative Contact/Agent, the Registrant is nonetheless bound as a principal by all terms and conditions herein, including the relevant domain name dispute resolution rules.

7. Phased registration period (Sunrise) and Validation Process

a) Registrant agrees that it will comply with all applicable laws, terms and conditions, regulations, rules and policies of the Registry Administrator as updated from time to time on the EU TLD website located at www.eurid.eu in respect of any phased registration application ('Pre-registration Application') ('Sunrise Requirements') and any validation process prescribed by the Sunrise Requirements ('Validation Process').

b) Registrant agrees and acknowledges that:

- i. it authorises Melbourne IT to file documentary evidence in its name and on its behalf;
- ii. it is the owner, right-holder or licensee of the claimed prior rights;
- iii. the prior rights claimed are legally valid rights;
- iv. documentary evidence submitted is a true and genuine copy of the original documents and provides proof of the existence of the claimed prior right, is complete, accurate, up to date and not fraudulent, and is drawn up in accordance with the Sunrise Requirements;
- v. it is solely responsible for complying with the Sunrise Requirements and Validation Process, including the sufficiency and format of any documentary evidence submitted and all relevant timeframes and it does not rely on any advice given by Melbourne IT, its officers, employee, agents or subcontractors.

8. Limitation of Liability

To the maximum extent permitted by law, none of Melbourne IT, the Registry Administrator or any validation agent appointed by the Registry Administrator ('Validation Agent') will be liable in any way for any direct, consequential or indirect loss or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by the Registrant as a result of any act or omission of Melbourne IT, the Registry Administrator or the Validation Agent or any act or omission of the officers, employees, agents or sub-contractors of Melbourne IT, the Registry Administrator or the Validation Agent. If any legislation implies in this Registration Agreement a term or warranty, the Registrant agrees that Melbourne IT's liability under this Registration Agreement for a breach of that term or warranty is limited to, in the sole discretion of Melbourne IT, the re-supply of the goods or services again, or the payment of the costs of having the goods repaired or replaced, or the services supplied again.

9. Indemnity

Registrant agrees to indemnify, keep indemnified and hold each of Melbourne IT, the Registry Administrator, the Validation Agent and their directors, officers, employees and agents harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's domain name registration, renewal, Pre-registration Application, any Validation Process or to the Registrant's use of the domain name.

10. Breach

Registrant agrees that failure to abide by any provision of this Registration Agreement or the relevant domain name dispute resolution rules may be considered by Melbourne IT to be a material breach and that Melbourne IT may provide a notice, describing the breach, to the Registrant. If, within thirty (30) days of the date of such notice, the Registrant fails to provide evidence, which is reasonably satisfactory to Melbourne IT, that it has not breached its obligations, then Melbourne IT may delete Registrant's registration of the domain name. Any such breach by a Registrant shall not be deemed to be excused simply because Melbourne IT did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile or electronic means.

11. No Warranty by Melbourne IT

Registrant agrees that a registration of a domain name does not grant any legal rights of ownership of the relevant domain name, nor does it confer immunity from objection to the, registration or use of the domain name.

12. Acknowledgements, Agreements and Warranty

12.1 Registrant acknowledges that it is Registrant's responsibility to ensure that the domain name is renewed. Registrant agrees, in addition to the indemnity above, to keep indemnified, release and hold harmless Melbourne IT and the Registry Administrator, their directors, officers, employees and agents, against any claim for damage or loss arising from any failure of Registrant's domain name to be renewed by Registrant.

12.2 Registrant agrees that the .eu domain name will be registered by the Registry Administrator on a first come first served basis. Registrant agrees that Melbourne IT does not guarantee that any .eu domain name applied for by Melbourne IT on behalf of the Registrant will be successfully registered by the Registry Administrator. The Registrant acknowledges that it will not take any action in respect of its .eu domain name until the successful registration of that .eu domain name is confirmed in writing to the Registrant.

12.3 Registrant represents and warrants that, to the best of Registrant's knowledge and belief

a) Registrant agrees to comply with all applicable laws, terms and conditions, regulations, rules and policies of the Registry Administrator as updated from time to time on the EU TLD website located at www.eurid.eu ('Requirements') in respect of its .eu domain names;

b) neither the registration or renewal of a domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. Breach of this warranty will constitute a material breach;

c) it meets and will continue to meet for the term of this Agreement the eligibility criteria prescribed by the Requirements of the Registry Administrator, as may be modified from time to time by the Registry Administrator, and that Registrant qualifies to register to use a .eu domain name;

d) Registrant is of legal age to enter into this Agreement; and

e) Registrant makes all representations and warranties referred to in the Requirements.

13. Revocation

Registrant agrees that Melbourne IT may delete a Registrant's domain name if any information required to be supplied by the Registrant under this Registration Agreement, or subsequent modification(s) thereto, is false or misleading, or conceals or omits any information Melbourne IT would likely consider material to its decision to approve this Registration Agreement.

Registrant further agrees that Melbourne IT may cancel, suspend or revoke the registration of Registrant's domain name, or, suspend the delegation of Registrant's Domain Name, if as reasonably determined by Melbourne IT in its sole discretion, the Registrant or any other person uses the domain name in connection with:

a) any activity that infringes the intellectual property rights or other rights of third parties;

b) any activity that defames or disparages any person; or

c) any otherwise illegal or fraudulent activity.

14. Right of Refusal

Registrant acknowledges that the Registry Administrator policy may provide that registration of certain domain names is prohibited. Melbourne IT, in its sole discretion, reserves the right to refuse to approve the Registration Agreement for any Registrant. Registrant agrees that the submission of this Registration Agreement does not obligate Melbourne IT to accept this Registration Agreement. Registrant agrees that Melbourne IT is not liable for loss or damage that may result from Melbourne IT's refusal to accept this Registration Agreement.

15. Change in Registrar

Registrant agrees that it can change its registrar for an existing domain name only in accordance with registry administrator policy. Registrant agrees it may not change its registrar for a period of sixty (60) days after initial registration of the domain name with Melbourne IT.

16. Suspension, Cancellation, Transfer

Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by any Registry Administrator procedure:

- a) to correct mistakes by Melbourne IT or the Registry Administrator in registering the domain name;
- b) for the resolution of disputes concerning the domain name; or
- c) in case of arbitration or court proceedings being commenced with respect to the rights to the domain name.

17. Provision of registration data

Registrant agrees to submit accurate and reliable contact details of at least one natural or legal person responsible for the technical operation of the domain name requested. In addition, Registrant agrees that as part of the registration process for .eu domain names, it is required to provide the Registry Administrator with certain information and to update the information to keep it current, complete and accurate. This information includes

- a) the domain name applied for;
- b) the names of the Registrant's primary nameserver and secondary nameserver(s) for the Registered Name;
- c) Registrant's name and postal address;
- d) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
- e) the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
- f) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name;
- g) any remark concerning the registered domain name that should appear in the Whois directory;
- h) language for ADR proceedings, as referred to in the .eu Dispute Resolution Rules; and
- i) any other information which the Registry Administrator requires to be submitted

The Registrant acknowledges and agrees that the registration data described above will be made publicly available by the Registry Administrator on the WHOIS directory.

If the Registrant is a natural person, the Registrant contact information published is restricted to the email address, unless the Registrant requests otherwise, and to the language selected for the dispute resolution rules and the Registrant agrees that he/she has been informed that Registrant may use a specific functional e-mail address for publication in the WHOIS directory as an alternative to using their personal e-mail address.

18. Inaccurate information

The Registrant warrants that any data provided in its .eu domain name registration application is true, correct, up to date and complete and that the Registrant will continue to keep all the information provided up to date. Registrant agrees that:

- i. its wilful provision of inaccurate or unreliable information;
- ii. its wilful failure to promptly update information provided to Melbourne IT or the registry administrator; or
- iii. any failure to respond for over 5 calendar days to enquiries from the Registry Administrator addressed to the email address of the administrative, billing or technical contact then appearing in the WHOIS directory concerning the accuracy of contact details associated with any .eu domain name registration, will constitute a breach of this Agreement.

19. Reservation by Registry Administrator

Registrant agrees that Melbourne IT and Registry Administrator reserves the right to deny, cancel or transfer any .eu domain name registration which either party deems necessary in its discretion:

- i. to protect the integrity and stability of the registry;
- ii. to comply with any applicable laws, government rules or requirements, request of law enforcement, or in compliance with any dispute resolution process;
- iii. to avoid any liability, civil or criminal, on the part of Melbourne IT or Registry Administrator, their directors, officers, employees and agents;
- iv. where there is a breach of this Agreement;
- v. to correct mistakes made by Melbourne IT or the Registry Administrator in connection with a .eu domain name registration. Melbourne IT and registry administrator also reserve the right to freeze a domain name during resolution of a dispute.

20. Severability

Registrant agrees that the terms of this Registration Agreement are severable. If any term or provision is declared invalid, it shall not affect the remaining terms or provisions, which shall continue to be binding.

21. Entirety

Registrant agrees that this Registration Agreement and the relevant domain name dispute policy is the complete and exclusive agreement between Registrant and Melbourne IT regarding the registration of Registrant's .eu domain name. This Registration Agreement and the relevant domain name dispute resolution rules supersede all prior agreements and understandings, whether established by custom, practice, policy, or precedent.

22. Governing Law

Registrant agrees that this Registration Agreement is governed in all respects by and construed in accordance with the laws of the England and Wales. By submitting this Registration Agreement, Registrant consents to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Registration Agreement.

23. General

a) Nothing in this Agreement may be construed as creating the relationship of agency partnership or joint venture between the parties.

b) Failure by Melbourne IT to require Registrant to comply with a provision of this agreement does not affect the full right to require any provision to be performed at any time thereafter.

24. Amendment

Melbourne IT may change the terms and conditions of this Agreement either by obtaining your consent or giving you notice. The period of notice given by Melbourne IT depends on the nature of the change. If:

- i. the change will benefit you, we may make the change immediately and are not required to notify you prior to the change;
- ii. the change is required by law, a regulatory body (including EURid or any other domain name regulatory body) or for a technical reason (including for security), we will give you a reasonable period of notice not exceeding 3 days;
- iii. we consider that the change has a significant and detrimental impact on our customers generally, we will give you at least 30 days notice prior to the change, and
- iv. for all other changes, we will also give you at least 30 days notice prior to the change.