

**Registrar Agreement**  
**Version 1.11, October 12, 2010**

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This Registrar Agreement (the “Agreement”), between the Canadian Internet Registration Authority (“CIRA”) and the party identified on the execution page of this Agreement (the “Registrar”) is effective as of the date specified on the execution page of this Agreement (the “Effective Date”).

Whereas CIRA is responsible for the operation and control of the .ca Internet domain name registration system (the “Registry”), and the Registrar desires to be certified by CIRA as a registrar of the Registry, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CIRA and the Registrar agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

In this Agreement:

“**Applicable Laws**” means all international, federal, provincial and local laws and regulations and other laws of applicable governmental authorities;

“**Applicant**” means a Person wishing to register a Domain Name;

“**Certification Date**” means the date in which a CIRA Certified Registrar has been activated within CIRA’s Registry system;

“**CIRA Certified Registrar**” means a Person who has been certified or re-certified to act as a registrar of the Registry in accordance with their Registrar Agreement with CIRA;

“**CIRA Deposit Account**” means a CIRA account that has been designated for use by CIRA to receive prepayments from Registrars of Fees;

“**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;

“**Member**” or “**Membership**” has the meaning specified in CIRA’s *Amended By-law No. 1*;

“**Person**” means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity;

**“Registrant”** means a Person who is listed in the Registry as the registrant of a Domain Name;

**“Registrar of Record”** means the Registrar listed in the Registry as the Registrar of a specific Domain Name Registration, other than CIRA. In no event will CIRA be a Registrar of Record for purposes of the Registry PRP;

**“Registration Date”** means the date a Domain Name has been activated within the Registry;

**“Registration Information”** means all information which the Registry PRP require the Registrant to submit to CIRA or the Registrant’s Registrar to obtain a Domain Name Registration, or to process any Transaction Request;

**“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);

**“Taxes”** means all applicable taxes assessed against or payable by CIRA arising from or related to this Agreement or the services provided herein, except for taxes imposed on CIRA’s income;

**“Trade-marks”** has the meaning set forth in Section 13.1; and

**“Transaction Requests”** means all requests or transactions with respect to a Domain Name Registration, including those to renew, transfer, modify, or delete a Domain Name Registration.

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

**2.1 Acceptance of Agreement and Registry PRP.** This Agreement and the Registry PRP sets forth the terms and conditions of the Registrar being a CIRA Certified Registrar. The Registrar acknowledges that it has read, understood, and agrees to be bound by all the terms and conditions of this Agreement, and the Registry PRP.

**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 the terms and conditions of this Agreement, provided that any such amendment shall be applicable to all CIRA Certified Registrars. Any such amendment to this Agreement will be binding and effective 30 days after CIRA gives notice of such amendment to the Registrar by email.

**2.3 Amendment and/or Establishment of new Registry PRP by CIRA.** CIRA shall also 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. 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 Registrar 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 Registrar does not agree with any amendments to the Agreement, the Registry PRP and/or any new Registry PRP, then the Registrar may terminate this Agreement in accordance with Section 8.5. By continuing to act as Registrar in accordance with this Agreement, the Registrar agrees to be bound by such amendments and any new Registry PRP when they become binding and effective.

### **ARTICLE 3 REGISTRAR SERVICES; CERTIFICATION AND RE-CERTIFICATION**

**3.1 Registrar Services.** Upon the Certification Date, and for so long as the Registrar is (a) not in breach of this Agreement or any of the Registry PRP, and (b) certified by CIRA, the Registrar shall be entitled, subject to the terms and conditions of this Agreement, to provide the following services on a non-exclusive basis:

- (1) to apply to CIRA to register a Domain Name on behalf of any Applicant who: (i) meets the requirement of the Registry PRP, including without limitation CIRA's *Canadian Presence Requirements for Registrants*; and (ii) has expressly requested the Registrar to apply, on behalf of such Person, for the registration of such Domain Name;
- (2) to provide associated services requested by Persons directly arising from the registration of Domain Names for whom the Registrar is the Registrar of Record, including services relating to the maintenance, transfer, modification, renewal and deletion of a registration of a Domain Name; and
- (3) to be listed on CIRA's webpage as a "Certified Registrar".

For the avoidance of doubt, nothing in this Agreement shall apply in any respect to Membership, and the Registrar shall have no access to Membership information pursuant to this Agreement.

**3.2 Acknowledgement.** The Registrar acknowledges and agrees that there is no limit on the number of registrars of the Registry which may be certified by CIRA.

**3.3 Requirement for Certification.** All Registrars must be CIRA Certified Registrars at all times. The Registrar shall only be certified by CIRA upon receiving notice from CIRA of the compliance by the Registrar with the requirements set forth herein, and in the Registry PRP.

**3.4 Annual Re-certification Requirement.** The Registrar is required to apply for re-certification on an annual basis. The Registrar must be successfully re-certified by CIRA every year, on or before the anniversary of its Certification Date, in accordance with the Registry PRP, in order for the Registrar to continue to be a CIRA Certified Registrar.

**3.5 Consequences of Failure to be Re-certified.** The Registrar's failure to be re-certified each year by CIRA on or prior to the anniversary of its Certification Date will result in the

automatic, immediate termination of this Agreement as of the anniversary of the Certification Date and the cancellation of the Registrar's certification.

**3.6 Withdrawal or Abandonment of Application for Re-certification.** The Registrar may withdraw or abandon any re-certification application at any time prior to receiving notice from CIRA that the Registrar has been re-certified in accordance with this Agreement. If an application for re-certification is, or is deemed to have been, withdrawn or abandoned before CIRA gives notice to the Registrar that it has been re-certified, then this Agreement will automatically terminate as of the anniversary of the Certification Date and the cancellation of the Registrar's certification.

**3.7 Guarantee.** CIRA may require in its sole discretion, upon initial certification or any recertification, that a Registrar execute and deliver to CIRA a guarantee of its obligations under this Agreement, the form and content of which shall be as determined by CIRA from time to time (the "Guarantee"). If a Guarantee is required by CIRA, no application for re-certification shall be complete until CIRA receives such completed and executed Guarantee, and the Registrar shall not be certified or re-certified as a Registrar until such Guarantee has been provided to CIRA.

**3.8 Right of CIRA to Verify Information and Compliance.** CIRA is entitled at any time, and from time to time, during the Term of this Agreement to verify: (a) the accuracy and completeness of any information provided by the Registrar to CIRA, including without limitation, the information provided by the Registrar in its application for certification and/or re-certification; and/or (b) the compliance by the Registrar with the provisions of this Agreement and/or the Registry PRP. The Registrar shall fully and promptly cooperate with CIRA in connection with such verification and shall give CIRA and its representatives such assistance and access to, and copies of, such information and documents regarding, and access to the premises of, the Registrar as CIRA may reasonably request in order to enable CIRA to complete such verification. CIRA and the Registrar shall each be responsible for their own expenses incurred in connection with such verification. The Registrar agrees to promptly execute and deliver to CIRA any authorizations required to permit or facilitate CIRA's verifications pursuant to this Section. In addition, or in the alternative to requesting additional information in writing, CIRA may also request a face to face meeting at CIRA's offices, or elsewhere as reasonably determined by CIRA, with a senior representative of the Registrar upon reasonable notice.

## **ARTICLE 4 REGISTRATIONS**

**4.1 Registry Operation.** The Registrar acknowledges and agrees that:

- (1) CIRA has the exclusive authority to manage, operate and administer the Registry;
- (2) it shall not represent to any Person that the Registrar or any Person other than CIRA is the manager, operator, or administrator of the Registry, or has the authority or ability to register Domain Names or to implement Transaction Requests;

- (3) the WHOIS database operated by CIRA is for informational purposes only and, without limiting Section 9 below, CIRA does not guarantee the accuracy or currency of any WHOIS data; and
- (4) CIRA may license, assign, transfer, delegate, or subcontract to any Person all or any part of the management, operation and/or administration of the Registry.

**4.2 Applications for and Registrations of Domain Names.** The Registrar acknowledges and agrees that applications for the registration of a Domain Name shall only be made by the Registrar on behalf of its customers in accordance with this Agreement and the Registry PRP.

**4.3 Renewals, Transfers, Modifications, Deletions, and Other Transactions.** The Registrar shall submit to the Registry all Transaction Requests requested by those Registrants for whom it is the Registrar of Record with respect to a Domain Name Registration. Transaction Requests must be submitted in accordance with the Registry PRP.

## **ARTICLE 5 CERTAIN REGISTRAR OBLIGATIONS**

**5.1** Throughout the Term of this Agreement, the Registrar shall:

- (a) submit to CIRA all information which CIRA may require be submitted in connection with a Transaction Requestor or any matter with respect to a Domain Name Registration;
- (b) obtain, maintain in good standing and renew as necessary all licences, permits, and approvals which may be required in connection with providing Registrar services and the performance of its obligations under this Agreement and the Registry PRP;
- (c) provide Registrar services to its customers and offer to provide such services to the public in good faith;
- (d) comply with and observe all Applicable Laws;
- (e) immediately give notice to CIRA of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation, or application 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 become known to the Registrar;
- (f) immediately give notice to CIRA of any actual or suspected unauthorised access to any of the Registrar's systems, regardless of whether such access results in the obtaining or disclosure of any information, including but not limited to any information arising from or related to Registrants, Domain Names, Registration Information and/or Transaction Requests;

- (g) maintain or cause to be maintained adequate books and records in connection with its provision of Registrar services and the performance of its obligations under this Agreement and the Registry PRP;
- (h) pay to CIRA all applicable Taxes;
- (i) act promptly to investigate any and all Registrant inquiries and disputes, and immediately give notice to CIRA if any Registrant requests the assistance of CIRA or the Registrar with any such inquiry or dispute and to fully cooperate with CIRA in connection with such inquiry or dispute;
- (j) not use CIRA trade-marks other than as expressly permitted in Section 13;
- (k) not use any of CIRA's systems, materials and/or information for any purpose other than acting as a Registrar on the terms and conditions set forth in this Agreement;
- (l) not use information obtained from the Registry or from CIRA to advertise its services, solicit business from, or otherwise make contact with any Registrant for which the Registrar is not the Registrar of Record, by email or otherwise, concerning the application for or registration of a Domain Name or a Transaction Request;
- (m) not submit an application to register a Domain Name or perform any Transaction Request on behalf of a Registrant for which the Registrar is not the Registrar of Record and for which the Registrar has not been requested by such Registrant to perform the Transaction Request on behalf of the Registrant;
- (n) not submit an application for registration of a Domain Name or a Transaction Request on behalf of any: (i) non-existent Person; (ii) Person that does not meet the *Canadian Presence Requirements for Registrants* or (iii) Person which the Registrar reasonably ought to have known is not qualified to hold and maintain a Domain Name Registration;
- (o) not submit false, incomplete, misleading, or unauthorized information for an application for registration of a Domain Name or a Transaction Request;
- (p) not, directly or indirectly, either individually or in partnership or jointly or in conjunction with or through any Person:
  - (1) in any way be involved in the practice known as domain warehousing with respect to Domain Name Registrations; or
  - (2) acquire Domain Name Registrations:

- (i) that are not directly connected with the Registrar's business; or
  - (ii) for the purpose of transferring them for immediate or deferred direct or indirect gain or profit.
- (q) not directly or indirectly, disrupt or abuse the Registry and/or CIRA's operations, or any part thereof;
- (r) not engage in any direct or indirect activity which in CIRA's reasonable opinion, is designed to bring, or may have the effect of bringing, the Registry into disrepute;
- (s) not use any personal or other information of any Registrant for any purpose other than (i) in accordance with Applicable Laws, and/or (ii) CIRA's *Privacy Policy*;
- (t) act in good faith towards CIRA and all Registrants and other Registrars;
- (u) at all times accurately represent to Registrants, the media, any governmental entity and the general public: (i) the Registry PRP; (ii) CIRA's status as the operator of the Registry; (iii) CIRA's status with the Internet Corporation for Assigned Names and Numbers; (iv) CIRA's status with the Government of Canada; (v) the Registrar's relationship with CIRA under this Agreement; and (vi) the terms and conditions of use for CIRA's website as set out in the Legal Notice on CIRA's website;
- (v) immediately give notice to CIRA if the Registrar becomes aware or believes that a Registrant may no longer be entitled to a Domain Name Registration under the Registry PRP, or that the Registrant and/or a particular Domain Name breaches the Registry PRP;
- (w) keep CIRA informed at all times of all changes in the information supplied to CIRA by the Registrar, including without limitation, information supplied on behalf of Registrants or in connection with the Registrar's application for re-certification;
- (x) not represent to any Person that the Registrar enjoys access to the Registry that is different from that of any other CIRA Certified Registrar;
- (y) not represent to any Person that the Registrar is able to provide, or provides, any services arising from or related to Membership in CIRA;
- (z) upon notification by a Registrant or any other Person of an inaccuracy in the information associated with a Domain Name Registration maintained by such Registrar, promptly give notice to CIRA of such inaccuracy and take reasonable steps to investigate and correct the claimed inaccuracy;

- (aa) if it, its officers and/or Directors are Members, fully comply with the provisions of CIRA's *Policy on Membership and Election Rules*, and without limiting the generality of the foregoing, not engage in any direct or indirect activity, by itself or with or through some other Person, which is designed to, directly or indirectly, collect or accumulate Memberships in CIRA or votes to be cast at a Meeting or at CIRA Elections;
- (bb) have in place, and will maintain during the Term, the types and levels of insurance that a prudent provider of Registrar services would have in place; and
- (cc) provide the Registrant with any and all information, materials, approvals, and authorization codes required to effect and/or facilitate a change of Registrar when requested by the Registrant.

## **ARTICLE 6 REGISTRAR'S AGREEMENTS WITH REGISTRANTS**

**6.1 Registrant Agreement.** The Registrar shall enter into a written agreement or an electronic agreement which is equivalent at law to a written agreement with each of its Registrants of Record. No such agreement shall contain any terms that are inconsistent with, or that in any way, modify, override, limit, contradict, or cancel the terms and conditions of the Registrant Agreement or the Registry PRP, nor shall any agreement between the Registrar and the Registrant contain any terms and conditions that prevent a Registrant from changing Registrars at any time. To the extent that any provision of an agreement between the Registrar and a Registrant contravenes the provisions of this Section 6.1, the Registrar hereby agrees that the requirements of this Section 6.1 shall prevail and be binding on the Registrar for the benefit of the Registrant. Where the Registrar is also a Registrant, and uses the services of the Registrar to register a Domain Name, the Registrar shall not be required to enter into such agreement with itself, but shall as a Registrant be deemed to have covenanted and agreed with CIRA, and shall enter into a Registrant Agreement with CIRA as required by the Registry PRP.

**6.2 Provisions in the Agreement Between the Registrant and the Registrar.** The following provisions shall be included in any agreement between the Registrar and any such Registrant:

- (a) Registration of the Applicant's selected Domain Name in its application to CIRA shall not be effective until the Applicant has entered into and agreed to be bound by CIRA's Registrant Agreement; and
- (b) The presentation of CIRA's Registrant Agreement and its acceptance by the Applicant is a pre-condition to the granting of a Domain Name Registration. CIRA, at its sole discretion and at its sole option, shall have the ability to delete a Domain Name Registration at any time if it is determined that the Applicant was not expressly presented with, or did not agree to, the then-current version of CIRA's Registrant Agreement.

**ARTICLE 7**  
**FEES**

**7.1 Fees.** The following fees and amounts shall be payable by the Registrar to CIRA:

- (a) a non-refundable application fee, to be paid by the Registrar to CIRA (the “**Application Fee**”);
- (b) a certification fee, to be paid by the Registrar to CIRA (the “**Certification Fee**”) and which is refundable if the Registrar’s Application for Certification is rejected;
- (c) an initial deposit (the “**Initial Deposit**”) to be deposited in the CIRA Deposit Account, which Initial Deposit is refundable if the Registrar’s Application for Certification is rejected;
- (d) a re-certification fee to be paid by the Registrar to CIRA and which is refundable if the Registrar’s Re-certification Application is rejected (the “**Re-certification Fee**”);
- (e) a fee in respect of a change of Registrar of Record;
- (f) a fee for each registration of a Domain Name and a fee for the renewal of a Domain Name Registration; and
- (g) such other fees as may be stipulated by CIRA from time to time.

The amount of such fees (collectively the “**Fees**”) are set forth at CIRA’s website and do not include any applicable taxes.

**7.2 Payment.** The following provisions shall apply to the payment of Fees and other amounts by a Registrar to CIRA:

- (a) All amounts payable by the Registrar to CIRA including payments to its CIRA Deposit Account shall be only paid by a method expressly approved by CIRA.
- (b) The Fees listed in Sections 7.1(e), (f) and (g) plus any applicable Taxes will be charged against the Registrar’s balance in the CIRA Deposit Account. Fees arising from Transaction Requests will be charged and are payable at the time the Transaction Request is made.
- (c) The Registrar agrees to maintain sufficient funds at all times in the CIRA Deposit Account to satisfy the payment of all Fees. Transaction Requests will not be approved by CIRA if there are insufficient funds to pay for them.

- (d) Any interest or other income earned on the funds held in their CIRA Deposit Account shall be for CIRA's account. The Registrar shall not be entitled to receive any interest on any Fees which are prepaid by the Registrar, including any Fees which may be refunded by CIRA to the Registrar.
- (e) CIRA reserves the right at any time to increase or decrease any of the Fees or prescribe additional Fees in accordance with the amendment procedure set out in Section 2.
- (f) With the exception of a Domain Name deleted during the Add Grace Period or the Auto-Renew Grace Period, as such terms are defined in the *General Registration Rules*, in no event will the Registrar be entitled to a refund of any Fee paid for the registration of a Domain Name or the renewal of a Domain Name if the Domain Name is subsequently deleted, transferred, or suspended in accordance with the Registrant Agreement.

**7.3 Lack of Funds in CIRA Deposit Account.** In the event that, at any time, there are insufficient funds prepaid by the Registrar in their CIRA Deposit Account necessary to pay for any amounts owing, CIRA may in addition to its other rights and remedies, at its sole discretion and without liability to the Registrar or Registrants:

- (a) reject all Transaction Requests from that Registrar for such time as CIRA may determine; and/or
- (b) consider it a material breach of the Agreement, giving rise to the remedies provided in Section 8.3.

**7.4 No Charges for Certain Transactions.** The Registrar shall not be permitted to charge Registrants for:

- (a) transfers of Domain Name Registrations from the Registrar to another CIRA Certified Registrar; and/or
- (b) any services related to Membership in CIRA or administration of CIRA Membership information.

## **ARTICLE 8 TERM, TERMINATION, AND SUSPENSION**

**8.1 Term.** This Agreement shall commence on the Effective Date and shall continue in force and effect for one year, unless otherwise terminated as set out in this Agreement (the "Term").

**8.2 Renewal.** Unless this Agreement is terminated as set out in this Agreement, the Term of this Agreement shall be automatically extended for successive periods of one year upon successful re-certification of the Registrar by CIRA in accordance with Section 3.4.

**8.3 Termination and Other Remedies for CIRA.** In the event that:

- (a) the Registrar breaches any term of this Agreement or any of the Registry PRP;
- (b) the Registrar fails to maintain CIRA's certification or re-certification requirement, including without limitation, CIRA's *Canadian Presence Requirements for Registrars* at any time;
- (c) the designation by the government of Canada of CIRA to manage, operate and administer the Registry is terminated or CIRA is no longer recognized at the international level as having the authority to operate the Registry;
- (d) the Registrar 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;
- (e) the Registrar 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;
- (f) the Registrar provides false or misleading information to CIRA;
- (g) the Registrar, in its capacity as a Registrant, breaches any other agreement with CIRA;
- (h) where the Registrar is a Member, the Registrar in its capacity as a Member breaches any Registry PRP applicable to Members;

then CIRA may, in its sole discretion and its sole option, do any combination of the following: (1) stop accepting some or all Transaction Requests from the Registrar, (2) suspend Registrar's certification for such time as determined by CIRA; and/or (3) terminate this Agreement by giving notice thereof to the Registrar.

**8.4 Integrity of Registry.** CIRA may, in its sole discretion, stop processing Transaction Requests of the Registrar for such temporary periods of time as CIRA may determine in the event that CIRA, acting reasonably, considers that such action is necessary to preserve and protect the integrity, rights, and interests of any of the Registry, any Registrant, the Registrar, any other registrar, and/or any other Person.

**8.5 Termination by Registrar.** The Registrar may terminate this Agreement at any time by giving 30 days' written notice to CIRA.

**8.6 Obligations to Notify Registrants.** In the event that the Registrar's certification is suspended, this Agreement expires or is terminated in accordance with the provisions of this Agreement:

- (a) the Registrar shall immediately give notice to the Registrants for whom the Registrar maintains any Domain Name Registration and to any Person for whom the Registrar is in the process of applying for a Domain Name Registration of such suspension or termination, as the case may be;
- (b) CIRA shall post notice of such suspension or termination on its website and may, if it deems appropriate, give notice to the Registrants for whom the Registrar maintains any Domain Name Registration of such suspension, termination or expiry, as the case may be; and
- (c) the Registrar shall take all actions necessary to preserve the rights of its Registrants.

**8.7 Effect of Suspension.** Upon the suspension by CIRA of the Registrar's certification, the Registrar shall cease to provide Registrar services to Registrants until CIRA gives notice to the Registrar that the Registrar's certification has been reinstated. During such period of suspension:

- (a) CIRA shall reject all Transaction Requests from the Registrar, including without limitation, any applications for registration of a Domain Name or any modification, transfer, renewal or deletion of a Domain Name Registration; and
- (b) the Registrar shall cease to use, and shall not at any time in the future use, directly or indirectly, in advertising or in any other manner whatsoever, the Trade-marks or any other CIRA trade-marks, or any confusing marks or names.

**8.8 Post-Termination Rights and Obligations of CIRA.** Upon the termination or expiry of this Agreement for any reason:

- (a) CIRA may disable any passwords or other security measures that permit a Registrar to establish a connection to the Registry;
- (b) CIRA may cease to accept from the Registrar any Transaction Request from the Registrar, including any applications for registration of a Domain Name or any modification, transfer, renewal or deletion of a Domain Name Registration; and
- (c) after deducting any amounts payable by the Registrar to CIRA under this Agreement including any applicable Taxes, CIRA shall refund to the Registrar any balance of the Registrar remaining in the CIRA Deposit Account. CIRA shall also refund to the Registrar any other Fees required to be refunded by CIRA pursuant to Section 3 or Section 7 including the Re-certification Fee in the case of a termination resulting from a withdrawn and abandoned (or deemed to have been withdrawn and abandoned) Re-certification Application.

**8.9 Post-Termination Obligations of Registrar.** Upon the termination or expiry of this Agreement, the Registrar shall:

- (a) cease to hold itself out as a CIRA Certified Registrar of CIRA or as a Registrar of the Registry;
- (b) not provide or offer to provide or state or imply that it is authorized to provide any Registrar services;
- (c) pay any outstanding amounts payable by the Registrar to CIRA under this Agreement including any applicable Taxes;
- (d) cease to use, and shall not at any time in the future use, directly or indirectly, any of the Trademarks or any other CIRA trade-marks or, any confusing marks or names;
- (e) return to CIRA any confidential information of CIRA in its possession or control; and
- (f) take all necessary action to preserve the rights of its Registrants as set forth herein.

## **ARTICLE 9**

### **LIMITATIONS ON WARRANTIES, CONDITIONS, LIABILITY; INDEMNIFICATION**

#### **9.1 EXCLUSION OF REPRESENTATIONS, WARRANTIES AND CONDITIONS**

THE REGISTRAR 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, 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.

**9.2 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) CIRA’S AGGREGATE LIABILITY TO THE REGISTRAR, INCLUDING FOR ALL BREACHES BY CIRA OF THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF ALL CERTIFICATION FEES AND RE-CERTIFICATION FEES PAID BY THE REGISTRAR TO CIRA; AND
- (B) CIRA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL NOT HAVE ANY LIABILITY TO THE REGISTRAR 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.

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 REGISTRAR’S WEBSITE, OR THE DOMAIN NAME REGISTRATION SYSTEM; ISSUES WITH THE DNS (“DOMAIN NAME SYSTEM”); OR CIRA’S FAILURE OR REFUSAL TO REGISTER, RENEW, TRANSFER, MAINTAIN, MODIFY OR DELETE A DOMAIN NAME REGISTRATION.

**9.3 INDEMNITY**

- (a) The Registrar 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 claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever (collectively a “**Claim**”), for damages, losses, costs and/or expenses (including, without limitation, reasonable legal and other related costs) arising out of or in any way connected with any breach by the Registrar of this Agreement, and/or the Registry PRP.

- (b) If a Claim is made, or CIRA believes a Claim is likely, CIRA may seek written assurances from the Registrar concerning their obligation to indemnify CIRA. The Registrar acknowledges and agrees that its failure to provide those assurances may be considered by CIRA to be a material breach of this Agreement.
- (c) CIRA shall have the right to participate in any defence by the Registrar of a Claim, with counsel of CIRA's choice at CIRA's own expense. CIRA shall reasonably cooperate in the defence at the Registrar's request and expense. The Registrar must receive CIRA's prior written consent regarding any related settlement of a Claim.

## **ARTICLE 10**

### **COVENANTS, REPRESENTATIONS AND WARRANTIES OF REGISTRAR**

**10.1 Representations and Warranties.** The Registrar covenants, represents and warrants to CIRA as follows:

- (a) Authorization: The Registrar 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) Enforceability. This Agreement constitutes a legal, valid and binding obligation of the Registrar, enforceable against it by CIRA in accordance with its terms; subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (c) Authority. The Registrar has or will have the authority from each Registrant for whom the Registrar is the Registrar of Record to apply on behalf of such Registrant for the registration of a Domain Name and to submit Transaction Requests on behalf of and in the name of that Registrant. The Registrar shall have no authority in relation to a Registrant's Membership in CIRA, if any.
- (d) Information. All information provided by the Registrar to CIRA on its own behalf, including in connection with its Application for Certification, its Re-certification Application(s), or otherwise is true and accurate in all respects. All information provided by the Registrar to CIRA on behalf of a Registrant, including in connection with any application for registration of a Domain Name and any Transaction Request shall be, to the best of the knowledge of the Registrar, true and accurate in all respects and is provided in accordance with Applicable Laws or the consent of the Registrant.
- (e) No Criminal Code Convictions. Neither the Registrar nor any partner, director, officer, or controlling shareholder of the Registrar have ever been convicted of an offence under the *Criminal Code* (Canada).

- (f) Compliance. The Registrar has the capacity, including all requisite systems required under the Registry PRP, and has the ability to comply with its responsibilities to Registrants hereunder, including pursuant to Section 5.1(a).
- (g) Qualification. The Registrar meets the Canadian Presence Requirements as set out in the applicable Registry PRP for Registrars.
- (h) Independent Legal Advice. The Registrar has obtained independent legal advice with respect to its obligations under this Agreement.

**10.2 Survival.** The Registrar acknowledges and agrees that Sections 1, 7, 8.6, 8.8, 8.9, 9, 10, 12 and 14 shall survive the expiry or termination of this Agreement and any suspension or termination of the Registrar's certification by CIRA.

## **ARTICLE 11 REPRESENTATIONS AND WARRANTIES OF CIRA**

**11.1 Representations and Warranties of CIRA.** CIRA represents and warrants to the Registrar as follows:

- (1) Incorporation and Power. CIRA is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such laws.
- (2) Authorization. CIRA has all necessary corporate 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. The execution and delivery of this Agreement and all other documents and instruments contemplated by this Agreement and the performance by CIRA of its obligations under this Agreement and such other documents and instruments have been duly authorized by all necessary corporate action on the part of CIRA.
- (3) Enforceability of Obligations. This Agreement constitutes a valid and binding obligation of CIRA enforceable against CIRA in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.

## **ARTICLE 12 CONFIDENTIALITY**

**12.1 Additional Information.** CIRA and the Registrar shall take all reasonable steps to protect all non-published information stored in their respective systems. Both parties agree to keep confidential any information belonging to the other party that has been clearly identified as

confidential. CIRA shall have the right to identify and publish the name of the Registrar in connection with each of its Registrants in the WHOIS.

**12.2 Registrar’s Look Up Directories.** The Registrar shall ensure that any .ca Domain Name Registration look up directory it operates or makes available provides access only to that information which is permitted to be included in the WHOIS pursuant to the Registry PRP. The Registrar shall be required to ensure that all agreements with resellers and agents contain substantially the same provisions related to confidentiality and security of information as contained in this Agreement. Any breach of this provision may result in the immediate suspension or termination of this Agreement or in any other penalty which CIRA deems fit, at its sole discretion.

### **ARTICLE 13 INTELLECTUAL PROPERTY RIGHTS**

**13.1 License.** CIRA grants, and the Registrar accepts, a worldwide, non-exclusive, non-transferable, royalty-free license to use certain certification trade-marks designated by CIRA from time to time in the Registry PRP for use by all Registrars (the “**Trade-marks**”) during the Term only in association with the performance of this Agreement and subject to the terms and conditions set out in this Agreement and the reasonable standards imposed from time to time by CIRA.

**13.2 Trade-mark Use.** The Registrar also acknowledges and agrees as follows:

- a) CIRA is the exclusive owner of the Trade-marks and the Registrar shall not acquire any right, title, or interest in the Trade-marks.
- b) The Registrar shall not use or register any of the Trade-marks, any other trade-mark of CIRA, or any word or words likely to be confused therewith except as expressly provided in this Section. Any unauthorized use of the Trade-marks, unauthorized use of any other trade-mark of CIRA, or the use of a trade-mark, trade-name, design, logo, or symbol which is confusing with any of the Trade-marks or any other trade-mark, trade-name, design, logo, or symbol of CIRA, is and shall be deemed an infringement of the rights of CIRA.
- c) Throughout the Term and after termination or expiration thereof, the Registrar shall not directly or indirectly dispute or contest CIRA’s ownership of the Trade-marks or any other trade-mark of CIRA; dispute or contest the validity or enforceability of any use or registration of the Trade-marks or any other trade-mark of CIRA; oppose any application by CIRA for registration or attack any registration of CIRA of the Trade-marks or any other trade-mark of CIRA; interfere with the use of the Trade-marks by CIRA or its licensees; depreciate or dilute the value of the goodwill attaching to the Trade-marks or any other trade-mark of CIRA; or counsel, procure, or assist anyone else to do the same.

- d) The Registrar shall use, advertise and display the Trade-marks in such manner as is prescribed from time to time by CIRA and in no other manner.
- e) The Registrar agrees that the continued right to display the Trade-marks and any other trade-mark of CIRA is subject to the continued compliance by the Registrar with the provisions of this Agreement.

## **ARTICLE 14 GENERAL TERMS**

**14.1 Independent Contractors.** The legal relationship between CIRA and the 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 Registrar.

**14.2 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.

**14.3 Notices.** Any notice, consent or determination (other than any communications between CIRA and the Registrar with respect to the usual operations of, and usual activities relating to, the Registry including communications regarding registrations of Domain Name Registrations and modifications, renewals, transfers and deletions of, and other requests with respect to, Domain Name Registrations and communications regarding Fees) (“**Registry Communications**”) or other communication provided hereunder shall be in writing, and shall be effectively given and made if (i) delivered by email where expressly permitted in this Agreement, (ii) sent by prepaid courier service or mail, (iii) delivered personally, or (iv) by facsimile transmission. Notices from the Registrar to CIRA shall be sent to: General Counsel, CIRA, 350 Sparks Street, Suite 306, Ottawa, Ontario K1R 7S8. Notices from CIRA to the Registrar shall be sent as set out on the last page of this Agreement. Notices shall be effective on the earlier of: (i) confirmation of receipt or (ii) three days after the date of posting or transmission.

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

**14.5 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.

**14.6 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 Registrar 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.

**14.7 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.

**14.8 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).

**14.9 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.

**14.10 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 Registrar 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.

**14.11 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.

**14.12 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.

**14.13 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.*

IN WITNESS WHEREOF the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**CANADIAN INTERNET REGISTRATION  
AUTHORITY:**

By: \_\_\_\_\_  
Name:  
Title:

**REGISTRAR:**

By: \_\_\_\_\_  
Name:  
Title:

**Full Legal Name of Registrar**

**Address**

**Telephone No.**

**FAX No.**

**Email Address**

**Registrar number:**