

Registrant Agreement
Version 2.1, May 1, 2020

This agreement (the “Agreement”) is between you (the “**Registrant**”) and the Canadian Internet Registration Authority (“**CIRA**”).

In consideration of the registration by CIRA of the Domain Name applied for by the Registrant in the name of the Registrant, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CIRA and the Registrant agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Application. This Agreement between the Registrant and CIRA applies to all Domain Names registered by CIRA for the Registrant.

1.2 Definitions. In this Agreement:

“**Administrative Contact**” means the person identified in the Registration Information as the Administrative Contact for the Registrant’s Domain Name Registration(s);

“**Affiliate**” means, with respect to either party, any entity that controls, is controlled by, or is under common control with, such party. For purposes of the foregoing, “control” means, with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; and (b) any other entity, fifty percent (50%) or more ownership interest in said entity;

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

“**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;

“**Fees**” means the fees payable to CIRA in connection with this Agreement, including an application for a Domain Name and/or any renewal, transfer, and any other fees payable in connection with a Domain Name Registration;

“**Member**” or “**Membership**” has the meaning specified in CIRA’s Amended and Restated 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;

“**Registrars**” mean the persons from time to time certified by CIRA to offer Domain Name Registration services within the .ca Internet Domain Name system;

“**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 Registrar of Record to obtain a Domain Name Registration, or to process any Transaction Request;

“**Registry**” means the .ca Internet Domain Name registry operated by CIRA;

“**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](#) ; 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 sets forth the terms and conditions of the registration of Domain Names by the Registrant with CIRA. The Registrant acknowledges that it has read, understood, and agrees to be bound by all the terms and conditions of this Agreement, and the Registry PRP, which CIRA may establish and amend from time to time. The acceptance of the Registrant Agreement and Registry PRP by the Registrant will apply to the current registration request as well as all other further registration requests which the Registrant may make thereafter with the same Registrar.

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 of the terms and conditions of this Agreement. CIRA shall use commercially reasonable efforts to notify the Registrant of material amendments to this Agreement by email in accordance with Section 10.1. However, any amendment to this Agreement will be binding and effective upon 30 days after the posting of such amendment on CIRA's website.

2.3 Amendment and/or Establishment of new Registry PRP by CIRA. CIRA shall 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 Registrant 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 Registrant does not agree with any amendments to the Agreement, the Registry PRP and/or any new Registry PRP, then the Registrant may terminate this Agreement in accordance with Section 7.10. By continuing to maintain Domain Name Registrations in the Registry, the Registrant has agreed to be bound by any amendments to the Agreement, the Registry PRP and/or the establishment of any new Registry PRP after they become effective.

ARTICLE 3 DOMAIN NAMES PROVISIONS

3.1 Registrations of Domain Names.

- (a) **Applications.** The Registrant acknowledges and agrees that applications for the registration of a Domain Name shall be made to CIRA only by the Registrar of Record, on behalf of the Registrant, in accordance with this Agreement and the Registry PRP.
- (b) **Processing of Applications.** CIRA shall process complete applications for the registration of a Domain Name. CIRA, in its sole discretion, shall have the right to approve or reject any application for the registration of a Domain Name and/or agree or refuse to register any Domain Name for any reason whatsoever with no liability of CIRA whatsoever to the Registrant, the Registrar of Record or any other person. CIRA will give notice to the Registrar of Record upon the approval or rejection of an application.

3.2 No Proprietary Right. The Registrant acknowledges and agrees that a Domain Name is not property and that a Domain Name Registration does not create any proprietary right for the Registrant, the Registrar of Record or any other person in any name used as a domain name or in any Domain Name Registration. The entry of a domain name in the Registry and/or in the "WHOIS" database shall not be construed as

evidence of ownership of any Domain Name Registration. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any Domain Name Registration or grant or purport to grant as security or in any other manner encumber or purport to encumber any Domain Name Registration.

3.3 Renewals, Transfers, Modifications, Deletions and Other Transactions. The Registrant acknowledges and agrees that a renewal, transfer, modification or deletion of, and any other request or transaction with respect to, a Domain Name Registration shall be made in accordance with this Agreement and the Registry PRP. CIRA will notify the Registrar of Record of any renewal, transfer, modification, deletion or other transaction regarding a Domain Name Registration.

3.4 Right of CIRA to Verify Information and Compliance. CIRA is entitled at any time and from time to time during the Term (as defined in Section 7.1) to verify: (a) the truth, accuracy and completeness of any information provided by the Registrant to CIRA, whether directly, through any of the Registrars of Record or otherwise; and (b) the compliance by the Registrant with the provisions of the Agreement and the Registry PRP. The Registrant shall fully and promptly cooperate with CIRA in connection with such verification and shall give to CIRA, either directly or through the Registrar of Record such assistance, access to and copies of, such information and documents as CIRA may reasonably require to complete such verification. CIRA and the Registrant shall each be responsible for their own expenses incurred in connection with such verification.

3.5 Administrative Contacts.

- (a) **Agent for the Registrant.** The Registrant acknowledges and agrees that the Administrative Contact is hereby irrevocably authorized by the Registrant to: 1. act as the Registrant's agent in connection with the Registrant's Domain Name Registrations; 2. be CIRA's contact for the Registrant and the Domain Name Registration(s); and 3. is recognized by CIRA and hereby irrevocably authorized by the Registrant to take any and all actions in connection with the Domain Name Registration(s) including, without limitation, renewing, transferring, modifying, or deleting it. Notwithstanding the foregoing, in the event of any dispute between the Registrant and the Registrant's Administrative Contact, the Registrant shall prevail.
- (b) **Registrant and Administrative Contact Email Addresses.** The Registrant acknowledges and agrees that CIRA notices to the Registrant will be sent by email only, as set forth in Section 10.1 (Notices). It is solely the responsibility of the Registrant to ensure that the email addresses of the Registrant and its Administrative Contact are at all times functional and accurate and to make arrangements with its Administrative Contact to receive any notices that are sent by CIRA only to the Registrant's Administrative Contact. If CIRA can show that a notice was sent to either the Registrant or the Registrant's Administrative Contact

email addresses, CIRA shall not be liable to the Registrant or any third party for damages arising from a failure to receive notice from CIRA.

3.6 Registrars.

(a) Changes of Registrar.

- (1) Time Period.** The Registrant may change the Registrar of Record with respect to a Domain Name Registration at any time once 60 days has elapsed from the date of registration of the Domain Name.
- (2) Replacement of Registrar.** In the event that the Registrar of Record is no longer a Registrar for any reason, has had its certification as a Registrar suspended, revoked or terminated, and/or the Registrar Agreement between CIRA and the Registrar of Record is terminated or expires, the Registrant shall be responsible for changing such Registrar of Record to a new Registrar. Such change must occur within 30 days of notice being given to the Registrant, or such other period of time specified by CIRA.
- (3) Agreement and Registry PRP.** Any change of the Registrar of Record must be done in accordance with this Agreement and the Registry PRP.

(b) Registrar as Agent. The Registrant acknowledges and agrees that the Registrar of Record is hereby also irrevocably authorized to act as the Registrant's agent in connection with Domain Name Registrations. Accordingly, any communication and/or instructions to or from the Registrar of Record will be taken as being to or from the Registrant. Without limiting the generality of the foregoing, the Registrant acknowledges and agrees that the Registrar of Record may cancel the Registrant's Domain Name Registration within 5 days from the registration of the Domain Name at their discretion and without the Registrant's consent.

(c) Registrar Obligations. The Registrant acknowledges that the Registrar of Record has a number of obligations to CIRA, and should the Registrar fail to comply with such obligations, CIRA may require the Registrant to change such Registrar of Record to a new Registrar.

3.7 Membership. The Registrant acknowledges and agrees that if the Registrant becomes a Member of CIRA, the Registrant agrees to abide by the terms of CIRA Membership, as set out in CIRA's Amended and Restated By-law No.1, Policy on Membership and the Registry PRP.

ARTICLE 4
CERTAIN REGISTRANT OBLIGATIONS

4.1 Certain Registrant Obligations. Throughout the Term of this Agreement, the Registrant shall comply with and abide by all provisions of this Agreement and the Registry PRP. Furthermore, the Registrant shall, in accordance with this Agreement and the Registry PRP:

- (a) submit Registration Information to CIRA upon request, and ensure at all times that the Registration Information is true, complete and accurate;
- (b) promptly give notice to the Registrar of Record (for communication to CIRA), of any change to any Registration Information;
- (c) comply with and observe all Applicable Laws;
- (d) immediately give notice to CIRA of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation or application (collectively a “**Claim**”) 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 became known to the Registrant;
- (e) not engage in any direct or indirect activity which, in CIRA’s reasonable opinion, is designed to bring, or may bring, the Registry into disrepute, is designed to interfere, or may interfere, with CIRA’s operations or is designed to expose, or may expose, CIRA to prosecution or to legal action by the Registrant or a third party;
- (f) act in good faith towards CIRA;
- (g) not allow any third party to use or operate any Domain Name Registration registered in the name of the Registrant and not register any Domain Name as agent for, or on behalf of, any third party in any manner whatsoever, including without limiting the generality of the foregoing, for the purposes of lending, leasing, licensing or otherwise granting rights in such Domain Name Registration to any third party for monetary or non-monetary consideration, unless such third party: (i) otherwise qualifies under the applicable Registry PRP including without limitation CIRA’s Canadian Presence for Registrants; or (ii) is an Affiliate of the Registrant. For this purpose, “**third party**” means any Person other than CIRA and the Registrant.
- (h) be wholly responsible for the use and operation of any third, fourth, or further sub-level domain to any second level Domain Name Registration in the Registrant’s name and the Registrant shall ensure that the use and operation of any such sublevel domain is conducted in compliance with this Agreement and the Registry PRP;

- (i) not use any trade-mark, trade-name or symbol of CIRA or any trade-mark, trade-name or symbol likely to be confused therewith; and
- (j) be wholly responsible for taking, or ensuring that the Registrar of Record deletes a Domain Name Registration during the Auto-Renew Grace Period, as such term is defined in the General Registration Rules, if the Registrant does not wish that the Domain Name Registration be renewed.

4.2 No Conflict. The Registrant shall not enter into any agreement with any Registrar or any other person that is inconsistent with, or in any way, modifies, affects, overrides, limits, contradicts or cancels the terms and conditions of this Agreement and/or the Registry PRP. To the extent that the provisions of any such agreement conflict or are inconsistent with the provisions of this Agreement and/or the Registry PRP, the Registrant hereby agrees that the provisions of this Agreement and Registry PRP shall prevail and be binding on the Registrant for the benefit of CIRA.

ARTICLE 5 REGISTRATION INFORMATION

5.1 Consent to Use of Registration Information. The Registrant consents to the collection, use, storage and disclosure of Registration Information, including any personal information of the Registrant, as set out in CIRA's Privacy Policy, which is located on CIRA's website.

5.2 Disclosure Procedure. For any Registration Information which is not made available in the WHOIS database, the Registrant acknowledges and agrees that: (a) such information will be maintained in the CIRA Registry and may be used and disclosed by CIRA as permitted herein and/or in the Registry PRP; and (b) CIRA shall have no liability for any claim, damage, loss or expense arising as a result of the disclosure of Registrant Information as permitted herein and/or the Registry PRP.

5.3 Third Party Correspondence. The Registrant acknowledges and agrees that CIRA may forward to the Registrant any correspondence from third parties and may exercise its discretion to refuse to forward such correspondence. The Registrant agrees that CIRA shall have no liability for any claim, damage, loss or expense arising as a result of CIRA reviewing, sending, delaying or failing to review or send any such correspondence to the Registrant. The Registrant further acknowledges and agrees that CIRA has no control over the content of information that may be sent to the Registrant via CIRA and that CIRA shall have no liability for any claim, damage, loss or expense arising as a result of any such content.

5.4 WHOIS. The Registrant acknowledges and agrees that CIRA has no control over how any person uses the information disclosed by CIRA through the WHOIS database, whether or not the information is subject to domestic or foreign privacy laws.

ARTICLE 6
REGISTRANT REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties. The Registrant covenants, represents and warrants to CIRA as follows:

- (a) **Authorization.** The Registrant 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) **Registration Information.** During the Term of this Agreement, all Registration Information is and at all times shall be true, complete and accurate and not misleading.
- (c) **No Infringement.** During the Term of this Agreement, neither the registration of any Domain Name nor the manner in which the Registrant intends to use or uses such Domain Name will directly or indirectly infringe or otherwise violate the copyright, trade-mark, patent or other intellectual property or other rights of any person or defame any person or unlawfully discriminate against any person or breach any Applicable Laws.
- (d) **Qualification.** During the Term of this Agreement, the Registrant meets and shall continue to meet all the requirements of this Agreement and the Registry PRP to: (a) be a Registrant, (b) apply for the registration of a Domain Name Registration, and (c) hold and maintain a Domain Name Registration, including without limitation CIRA's Canadian Presence Requirements for Registrants.

6.2 Survival. The Registrant acknowledges and agrees that the limitations on warranties, conditions and liabilities, and the representations and warranties of the Registrant contained herein shall forever survive the expiry or termination of this Agreement or any suspension or deletion of any Domain Name Registration.

ARTICLE 7
TERM; RIGHTS AND REMEDIES OF CIRA

7.1 Term. The term of this Agreement (the "**Term**") shall commence effective upon the date that the Registrant enters into this Agreement with CIRA and shall continue in force until terminated as set out herein.

7.2 Restrictions on Domain Name Registrations. CIRA may, in accordance with this Agreement, the Registry PRP or, in its sole discretion and at its sole option, restrict the Registrant's ability to renew, transfer, modify, or delete any or all of the Registrant's Domain Name Registrations.

7.3 Suspension and/or Deletion of Domain Name Registrations. CIRA may, in its sole discretion and at its sole option, upon notice to the Registrant suspend and/or delete a Domain Name Registration within 30 days of the registration of the Domain Name for any reason whatsoever. CIRA may also, in its sole discretion and at its sole option, upon notice to the Registrant suspend and/or delete a Domain Name Registration in the event that:

- (a) the Registration Information concerning such Domain Name Registration contains false, misleading, incomplete, and/or inaccurate information;
- (b) the Registrar of Record fails to pay to CIRA when due any Fees payable by the Registrar of Record to CIRA with respect to a Domain Name Registration for any reason whatsoever;
- (c) the Registrant breaches any term of this Agreement or any of the Registry PRP;
- (d) the Registrant at any time fails to meet all of the requirements of this Agreement and/or the Registry PRP to: (a) be a Registrant, (b) apply for the registration of a Domain Name Registration, and/or (c) hold and maintain a Domain Name Registration, including without limitation CIRA's Canadian Presence Requirements for Registrants;
- (e) the Registrant engages in any direct or indirect activity which in CIRA's reasonable opinion: (1) brings, or may bring, the Registry into disrepute; (2) interferes, or may interfere, with the Registry and/or CIRA's operations; and/or (3) exposes, or may expose, CIRA to prosecution or to legal action by the Registrant or a third party;
- (f) maintaining the Domain Name Registration would put CIRA in conflict with requirements of Applicable Laws, or any applicable federal, provincial or territorial human rights legislation or the *Criminal Code* (Canada), or the terms of an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator;
- (g) the deletion, transfer or suspension of a Domain Name Registration is required by an order or decision under CIRA's Domain Name Dispute Resolution Policy or an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator; or
- (h) the designation by the government of Canada of CIRA to manage, operate and control the Registry is terminated or CIRA is no longer recognized at the international level as having the exclusive authority to operate the Registry.

7.4 Suspension and/or Deletion by CIRA. In addition to CIRA's other rights and remedies herein, CIRA may at its sole discretion and at its sole option suspend and/or delete any Domain Name Registration that it deems necessary to (1) protect the integrity

and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of CIRA, as well as its officers, directors, and employees; or (4) to correct mistakes made by CIRA or any Registrar in connection with a Domain Name Registration.

7.5 Suspension and Deletion for Failure to Confirm Registration Information.

CIRA may in its sole discretion and at its sole option immediately suspend a Domain Name Registration for failure by the Registrant to satisfactorily confirm the truth, accuracy and/or completeness of Registration Information upon CIRA's request. During the period of suspension as prescribed by CIRA, the Registrant may at any time reactivate the suspended Domain Name Registration by satisfactorily confirming or correcting the Registration Information. If a Registrant fails to confirm the Registration Information in accordance with the Registry PRP within the period of suspension prescribed by CIRA, CIRA may, in its sole discretion, delete the Domain Name Registration.

7.6 Effect of Suspension. During any period in which a Domain Name Registration has been suspended pursuant to the provisions of this Agreement or the Registry PRP:

- (a) the Domain Name Registration will not be included in the list of Domain Name Registrations transferred on a daily basis to the Registry's primary domain name server and accordingly, an Internet user will not be able to send an email or access a web page which incorporates such Domain Name Registration;
- (b) no transactions or activities associated with the Domain Name Registration and/or information concerning the Domain Name Registration will be possible, including without limitation, renewals, transfers, deletions, modifications or other requests or transactions;
- (c) CIRA will continue to list such suspended Domain Name Registration in the WHOIS look up system of the Registry and the WHOIS look up system will indicate that the Domain Name Registration has been suspended;
- (d) CIRA may reactivate the suspended Domain Name Registration at any time in its sole discretion; and
- (e) CIRA may extend the period of suspension at any time for such period as CIRA may determine in its sole discretion.

7.7 Effect of Deletion of a Domain Name Registration. Upon the deletion by CIRA of a Domain Name Registration for any reason pursuant to this Agreement:

- (a) the Registrant will no longer be entitled to the use of such Domain Name Registration and accordingly, an Internet user will not be able to send an

email or access a web page which incorporates such Domain Name Registration;

- (b) the Domain Name Registration will be deleted from the Registry and will be available for registration in the name of another person;
- (c) CIRA will list the deleted Domain Name Registration as available in its WHOIS look up system; and
- (d) if the Registrant is a Member, the Registrant will cease being a Member forthwith after deletion of the Domain Name Registration, unless the Registrant has at least one other Domain Name Registration.

7.8 Prohibition on New Registrations. CIRA, in its sole discretion, shall have the right to refuse any Registration Request from an Applicant if the Applicant previously had a Registrant Agreement terminated by CIRA.

7.9 Termination of Agreement by CIRA. CIRA may, in its sole discretion and at its sole option, terminate this Agreement by giving notice thereof to the Registrant (such termination to be effective on the date specified by CIRA in the notice) in the event that:

- (a) the Registrant breaches any term of this Agreement or any of the Registry PRP, other than as set forth in Sections 7.8(b) through (h), and fails to cure that breach within 10 days of receipt of notice from CIRA;
- (b) the Registrant disrupts or abuses CIRA's registry services as determined by CIRA in its sole discretion, acting reasonably;
- (c) all of the Domain Name Registrations registered in the name of the Registrant have been deleted or have expired;
- (d) the designation by the government of Canada of CIRA to manage, operate and control the Registry is terminated or CIRA is no longer recognized at the international level as having the exclusive authority to operate the Registry;
- (e) the Registrant 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;
- (f) the Registrant 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;
- (g) an execution or any other process of any court shall become enforceable against the Registrant; and/or

- (h) the Registrant ceases to carry on business in the normal course, dissolves or is wound up, or ceases to exist as the Person listed in the Registry.

7.10 Termination by Registrant. The Registrant shall be entitled (either directly or through the Registrar of Record) to terminate this Agreement at any time by giving 30 days notice to CIRA. The Registrant understands and agrees that there shall be no refund of any Fees in such event.

7.11 Effect of Termination of Agreement. Upon termination of this Agreement for any reason: (a) all Domain Name Registrations in the name of the Registrant shall be immediately and automatically deleted and they shall be made available for any other person to register; (b) in the case of a Registrant who is a Member, the immediate and automatic termination of the Registrant's Membership in CIRA; and (c) Sections 5.1, 6, 7.9, 8, 9 and 10 of this Agreement shall survive.

**ARTICLE 8
LIMITATIONS ON WARRANTIES, CONDITIONS, LIABILITY;
INDEMNIFICATION**

8.1 EXCLUSION OF REPRESENTATIONS, WARRANTIES AND CONDITIONS. THE REGISTRANT 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 OF ANY KIND, 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 REGISTRAR(S) OF RECORD AND/OR THE REGISTRANT; OR

- WITH RESPECT TO THE SECURITY OF THE REGISTRY OR ANY SYSTEMS ACCESSED BY THE REGISTRAR(S) OF RECORD AND/OR THE REGISTRANT.

8.2 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 AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL NOT HAVE ANY LIABILITY TO THE REGISTRANT 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, AND
- (B) CIRA'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO ACTUAL, DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT RECEIVED BY CIRA FROM THE REGISTRAR OF RECORD FOR THE DOMAIN NAME REGISTRATION THAT IS THE SUBJECT OF SUCH CLAIM.

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, ANY PRODUCT, SERVICE OR OPERATION (INCLUDING BUT NOT LIMITED TO E-MAIL AND VOIP) RELYING ON THE PROPER FUNCTION OF THE .CA DOMAIN, THE REGISTRANT'S WEBSITE, OR THE DOMAIN NAME REGISTRATION SYSTEM; ISSUES WITH THE DNS ("DOMAIN NAME SYSTEM"); UNAUTHORIZED USE OR MISUSE OF THE REGISTRATION INFORMATION; OR CIRA'S FAILURE OR REFUSAL TO REGISTER, RENEW, TRANSFER, MAINTAIN, MODIFY OR DELETE A DOMAIN NAME REGISTRATION.

THE REGISTRANT ALSO AGREES TO BE BOUND BY THE LIMITATION OF LIABILITY CLAUSE IN THE CIRA DOMAIN NAME DISPUTE RESOLUTION POLICY.

8.3 Indemnity.

- (a) The Registrant 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 damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including, without limitation, reasonable legal and other related costs) arising out of or in any way connected with the Registrant's use of the Services, including without limitation the Registrant's use of any Domain Name Registration, the Registrant's violation of the Registrant Agreement or Registry PRP, or the Registrant's violation of any rights of another person.
- (b) If a Claim is made, or CIRA believes a Claim is likely, CIRA may seek written assurances from the Registrant concerning their obligation to indemnify CIRA. The Registrant 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 Registrant of a third-party claim, with counsel of CIRA's choice at CIRA's own expense. CIRA shall reasonably cooperate in the defence at the Registrant's request and expense. The Registrant must receive CIRA's prior written consent regarding any related settlement of a Claim.

ARTICLE 9 LEGAL RELATIONSHIP

9.1 Independent Contractors. The legal relationship between CIRA and the Registrant and CIRA and each Registrar of Record 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 Registrant or CIRA and any Registrar(s) of Record.

9.2 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.

9.3 Registrant Bound as a Principal. The Registrant agrees that the Registrant is bound as a principal by all of the terms and conditions of this Agreement, and the Registry PRP, notwithstanding that the Registrar of Record and/or an agent of the Registrant applied for the registration of the Registrant's selected Domain Name(s) on behalf of the Registrant. The continued registration of the Registrant's Domain Name Registrations shall ratify any unauthorized actions of the Registrar of Record and any such agent. In addition, the Registrant is responsible for any errors made by the Registrar of Record or any such agent.

ARTICLE 10 GENERAL TERMS

10.1 Notices. Any notice or other communication provided hereunder shall be in writing. Notices from CIRA to the Registrant shall be sent only by email to the email addresses listed in the Registration Information for the Registrant and/or the Registrant's Administrative Contact, and will be deemed to have been given and received on the date on which they are sent. Notices from the Registrant to CIRA shall be sent by: (a) personal delivery, (b) courier, or (c) confirmed facsimile transmission, addressed to: Corporate Counsel, CIRA, 979 Bank Street, Suite 400 , Ottawa, Ontario K1S 5K5 and shall be effective on the earlier of: (i) confirmation of receipt or (ii) three days after the date of posting or transmission.

10.2 Time of Essence. Time is of the essence in this Agreement.

10.3 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.

10.4 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 Registrant 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.

10.5 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.

10.6 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).

10.7 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.

10.8 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 Registrant 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.

10.9 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.

10.10 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.

10.11 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.*