

REGISTRAR AUTHORISATION AGREEMENT

.cx ccTLD (Christmas Island)

Hereinafter referred to as the "Agreement"

Between:

Christmas Island Domain Administration Limited (ACN 091 843 417) with offices at 6RCI Nursery Road, Drumsite, Christmas Island, Indian Ocean, Australia WA 6798, hereafter referred as cxDA.

AND:

_____, hereafter referred as Registrar.

1. DEFINITIONS

In this Agreement except where the context requires otherwise:

AUP means the Acceptable Use Policy laid out by cxDA.

Business means any undertaking whether carried on for gain or reward or not, or in the course of which goods or services are acquired or supplied whether free of charge or not.

Company means a legal entity other than a natural person, including but not limited to a body corporate or unincorporated group.

Domain name means an alphanumeric string that resolves to Internet resources as detailed in RFC 1034.

Effective Date means the date this Agreement is countersigned.

The Internet means a confederation of regional and local networks based on TCP/IP. **Notify** means communicate in writing (including by e-mail).

.cx Connection Agreement means the agreement between Registrar and the CoCCA

.cx domain name means any domain name which ends in the two letter suffix “.cx.”

.cx policies means all standards, policies, procedures, technical specifications, rules and practices issued by the cxDA for the management of .cx domain name space and published on cxDA website from time to time.

Person includes any non-personal legal entity or group whether incorporated or not.

Register means the database of information about the .cx domain name space and which is the authoritative repository for the creation of the primary zone files for the .cx country code.

Registrant means a person that is allocated a domain name registered to them within the .cx domain name space.

Registry means the entity that holds, operates and manages the register, including the transfer to the zone files.

Services means anything cxDA does or arranges for Registrar.

cxDA is the entity the IANA records as the cx ccTLD Sponsoring Organization, the entity responsible for setting policy that seeks to facilitate the correct and efficient operation of the .cx domain name space.

CoCCA is COCCA REGISTRY SERVICES (NZ) LIMITED, the company contracted to run the cx ccTLD register.

Registrar means the party, which signed this application to become a cxDA authorised registrar, who while authorised has rights within the .cx domain name space to provide domain name registration services to registrants.

2. INTERPRETATION

This Agreement sets out the terms and conditions relating to Registrar's relationship with cxDA which shall be read in the light of the contents of the .cx policies released by cxDA, and may be amended by cxDA at cxDA's discretion from time to time.

3. AUTHORISED REGISTRAR

When executed, this Agreement entitles Registrar to act as a registrar for the .cx domain name space until this Agreement is terminated. Registrar`s appointment is pursuant to the cxDA right to appoint as many registrars as cxDA sees fit. This Agreement does not limit that right in any way. Registrar is permitted to state that Registrar is an authorised registrar for the .cx domain name space. Registrar is not permitted to make any other representations to the public.

Registrar agrees that Registrar is an independent party who has been permitted access to the .cx register subject to Registrar complying with this Agreement and Registrar`s obligations under any Agreement Registrar has with the registry. Registrar is not authorised to act as cxDA agent; will not suggest Registrar is cxDA agent or make any promise on behalf of cxDA.

4. CXDA REPRESENTATIONS AND WARRANTIES

cxDA agrees to:

- 4.1. Provide and maintain .cx policies;
- 4.2. Contract for registry services that conform to best practice standards;
- 4.3. Maintain oversight of the .cx domain name space;
- 4.4. Exercise cxDA responsibilities in a fair, open, transparent and timely manner;
- 4.5. Contact Registrar and send information to Registrar, using the Internet as the medium wherever possible, to the e-mail address specified by Registrar.
- 4.6. Treat Registrar fairly and equitably

cxDA responsibility is to use all reasonable endeavours to fulfil these commitments within the constraints of the resources and knowledge available to cxDA. The commitments are statements of general principle only; subject to other express provisions in this Agreement

(including the provisions in this Agreement excluding or limiting cxDA liability); and may not be used to challenge the validity of any policies, statements of process or guidelines issued by cxDA.

5. REGISTRAR OBLIGATIONS

Registrar agrees to:

- 5.1. Ensure that all information Registrar gives cxDA or anybody cxDA authorises to act on cxDA`s behalf is accurate and complete.
- 5.2. Ensure that Registrar complies with and accurately represents all cxDA policies at all times including those published by the registry or cxDA at <https://cxda.org.cx>, whether existing at the time of this Agreement or modified subsequently.
- 5.3. Maintain a business operation necessary for and technical equipment capable of, handling the volumes of transactions managed by Registrar.
- 5.4. Comply with the requirements for being a registrar, including Registrar`s obligations under this Agreement and Registrar`s .cx CONNECTION AGREEMENT with the registry;
- 5.5. Ensure Registrar does not engage in any activity that could or does bring cxDA`s management of the .cx domain name space into disrepute. Further, Registrar shall ensure marketing or promotion of

the registration of domains does not promote the use of the cx TLD for any activity that is, or is likely to be, prohibited by the cxDA AUP. For example, activities promoting the registration of .cx domains for the purpose of publication of prohibited adult content (for guidance, prohibited offensive online content is content that would be classified X18+ or RC (refused classification) by the Australian Classification Board

<http://www.classification.gov.au>), or activities such as aiding the distribution of copyrighted material, among others, may be considered by cxDA as activities that bring management of the .cx domain name space into disrepute and would result in the termination of the Registrar Authorization agreement. In addition, any promotion by the Registrar must comply with the Australian guidelines to avoiding misleading or deceptive conduct in advertising found here: <https://www.accc.gov.au>.

For the avoidance of doubt, Registrar is not responsible for a registrant's compliance with the cxDA AUP policies.

5.6. Comply with any order of any authority having jurisdiction over the .cx domain name of any registrant for whom Registrar acts.

5.7. Advise cxDA immediately if Registrar or Registrar's officers:

- (a) are adjudicated bankrupt;
- (b) have a receiver appointed for any of Registrar's assets;
- (c) go into liquidation;
- (d) are convicted of an offence involving: dishonesty, fraud, misuse of funds, or misuse of information.

5.8. Ensure Registrar notifies each registrant of the registrant's rights and obligations as specified by cxDA in the cxDA Registrant Agreement (available for inspection at

<https://cxda.org.cx>). Any additional terms added by Registrar must be consistent with those rights and obligations. This cxDA Registrant Agreement should be accepted by each registrant, with a record of the date and time of acceptance maintained.

5.9. Disclose accurately and completely all Registrar's terms and conditions associated with domain name registration and management in the .cx domain name space including Registrar's prices and billing terms.

5.10. Comply with the lawful directions of registrants in a diligent and timely manner regarding their .cx domain name. For example, registrant directions concerning: registration, registration period, cancellation, amendment, deletion, transfer, inaccuracy of information and any technical support and billing matters regarding such directions.

5.11. Ensure everything Registrar does is always carried out in a prudent and competent manner and according to best practice standards to prevent: technical failure, breach of security, and disruption to the register, or any of the services the registry provides.

5.12. Ensure Registrar pay any sum of money owing to cxDA.

5.13. Provide to cxDA promptly upon request, all such information as may reasonably and lawfully be requested concerning the operation of Registrar`s registry and registrants to enable cxDA to implement and develop and monitor compliance with the .cx policies, statements and guidelines;

5.14. Comply with any direction cxDA may issue pursuant to .cx policies, statements and guidelines or made to enforce compliance with them.

5.15. Ensure that all persons Registrar is responsible for or has a business relationship with in relation to Registrar`s role as an authorized registrar also meets the above duties.

6. CHANGE OF REGISTRAR

cxDA mandates the implementation of a shared registry system for management of the .cx domain name space. It is a fundamental principle of a shared registry system that a simple mechanism exists for registrants to change registrars. If a registrant for whom Registrar acts wishes to change registrar, Registrar agrees to follow the procedure specified by cxDA in the .cx policies.

7. RIGHT TO APPOINT SUBORDINATES

If Registrar wishes to appoint subordinates to register domain names in the .cx domain name space, Registrar agrees that Registrar is responsible to cxDA for the subordinates` actions and in particular, those of Registrar`s duties under this Agreement which are performed by the subordinates. If the actions of the subordinates cause Registrar to breach any duty of this Agreement cxDA may cancel it.

8. LIABILITY

8.1. Registrar acknowledges that cxDA is a not for profit organisation carrying out its functions as a public service. Registrar agrees exclude and limit cxDA liability to Registrar as set out in this clause.

Except to the extent that liability cannot be limited or excluded by law, and save as expressly provided for in this Agreement, cxDA excludes all liability that cxDA may have to Registrar for all events giving rise to liability on cxDA`s part arising out of or in connection with this Agreement. This exclusion also applies for the benefit of the following persons:

- a) any entity cxDA is in any business relationship with;
- b) every officer, employee, contractor, or agent of cxDA;
- c) anyone else cxDA gets to perform cxDA duties under any Agreement Registrar has with cxDA.

8.2. This exclusion of liability:

- a) shall apply whether the liability claim is based on breach of contract, breach of warranties, tort, negligence, strict liability or any other legal theory or mix thereof; and
- b) does not prevent Registrar from getting a court order requiring cxDA to do anything cxDA has agreed to do for Registrar.

9. SUSPENSION REQUESTS

Registrar may refer any suspension request that Registrar receives to cxDA. If Registrar refers a request to cxDA then cxDA will:

- (a) Identify the appropriate action to be taken in response to the suspension request;

- (b) If required, liaise with the person, government agency, authority or company making the suspension request on Registrar`s behalf;
- (c) If necessary and prudent in the circumstances, contact the Registrant in control of the domain name in respect of which the suspension request is made;
- (d) Advise Registrar of the appropriate response to the suspension request or any actions to be taken;
- (e) If necessary, take any actions or make any representations in response to the suspension request on Registrar`s behalf.
- (f) Registrar referred the suspension request to cxDA immediately upon receipt of the suspension request;
- (g) Registrar did not take any substantive action or provide any substantive response to the suspension request before referring it to cxDA (a substantive action includes, without limitation, notifying the Registrant of the suspension request);
- (h) Registrar complied with any recommendations cxDA made to Registrar in relation to the suspension request; and,
- (i) Registrar did not take any action or make any response to the suspension request that was, or could be construed as being, contrary to cxDA advice.
- (j) The indemnity contained in this clause is exempt from the general liability exclusion contained in this Agreement and the indemnity is provided by the cxDA.

10. REGISTRATION OF A DOMAIN NAME

Registrar is not obliged to accept any application for a domain name. When Registrar accepts an application for a domain name in the .cx domain name space Registrar is:

10.1. Registering a domain name to a registrant because no other person has it according to the records of the register.

10.2. Not representing anything else to anybody regarding that domain name or any other domain name. The entry of a domain name in the "whois" database shall not be taken as evidence of anything other than such registration.

10.3. Responsible for notifying any registrant for whom Registrar acts that use of the domain name may breach third party legal rights and that it is the registrant`s responsibility as a condition of registration: (i) to satisfy itself that such legal rights are not infringed, (ii) to protect Registrar, cxDA and everybody who benefits from this Agreement, from any claim arising out of the domain name being registered to that person and (iii) accept the cxDA Registrant Agreement and AUP.

11. LAW & JURISDICTION APPLYING TO THIS AGREEMENT

Unless cxDA otherwise agrees in writing, this Agreement continues to apply regardless of Registrar`s location at the time any of the services are provided or any change in Registrar`s residence or domicile. This will be the case until this Agreement is cancelled.

To the extent legally permitted:

11.1. These terms shall be governed by and interpreted in accordance with Australian Law law.

11.2. Any claim or dispute arising out of or in connection with this Agreement must be notified in writing within 60 days from the date the relevant service was supplied to Registrar.

11.3. Registrar may take action against cxDA only in a West Australian court.

12. RIGHT TO ESTABLISH .CX POLICIES

cxDA will provide and maintain .cx policies and at any time cxDA may amend those policies. cxDA agrees to publicize such amendments before implementing them. All changes to .cx policies will be notified to Registrar by e-mail and by posting them on cxDA website before the date they become effective.

13. SENDING NOTICES

cxDA will send notices to the administrative e-mail address Registrar maintains in the registry portal, please ensure it is accurate at all times.

Registrar will send all notices relating to this Agreement to notices@cxda.org.cx. Notices will be deemed to be received by cxDA when our ticketing system assigns a tracking number. Unless Registrar has received a tracking number from cxDA they should not assume the notice has been received. Notices may also be sent by registered mail or courier.

14. TRANSFERRING RESPONSIBILITIES (ASSIGNMENT)

cxDA may transfer this Agreement in whole or in part, while maintaining the benefit of the liability exclusions included in this Agreement. cxDA will notify Registrar if cxDA of any such transfer. cxDA entitlement to rights and duties to perform obligations transferred will cease and be replaced by the entitlements and duties of the transferee from the date cxDA notifies Registrar, or such later date as cxDA may specify. Registrar may not transfer this Agreement or any benefit or obligation thereof to another person without the written consent of cxDA.

15. EACH CLAUSE SEPARATELY BINDING

Each clause of this Agreement is separately binding. If for any reason Registrar cannot rely on any clause, all other clauses of this Agreement remain binding.

16. TERM AND TERMINATION

16.1. The term of this Agreement will start on the date that both parties sign the Agreement (the Effective Date) and shall continue unless terminated in accordance with this Agreement.

16.2. cxDA may, at any time, by giving one month written notice to Registrar, terminate this Agreement for any reason whatsoever which cxDA, at cxDA sole discretion, considers sufficient. The Registrar will be notified of the reason behind the termination.

16.3. Registrar may, at any time, by giving two months' written notice to cxDA, terminate this Agreement without cause.

16.4. Either party may terminate this Agreement by giving 7 days' written notice of termination to the other if there is a breach or default by a party of a material obligation under this Agreement.

16.5. Unless the parties agree otherwise, the Agreement will end immediately upon the expiry of the written notice period. Upon termination of this Agreement, Registrar shall:

- (a) take all actions necessary to safeguard the rights of registrants for whom Registrar acts; and
- (b) cease to hold Registrar out as a registrar;
- (c) immediately discontinue acting as a registrar; and
- (d) (where termination is by Registrar) arrange for the transfer of registered domain names for which Registrar are the designated registrar to a new registrar(s) and the notification of this to each registrant for whom Registrar act; and
- (e) (where termination is by cxDA) Registrar agree cxDA have the right to direct Registrar to transfer registered domain names for which Registrar are the designated registrar, to other registrars of ours in line with the policy published by cxDA; and
- (f) work co-operatively with all persons who cxDA say are involved in transfers of registered domain names for which Registrar is the designated registrar to other registrars.

16.6. Termination of this Agreement means the .cx CONNECTION AGREEMENT is cancelled.

17. PRIVACY

cxDA does not handle secret or confidential information. Data in various forms is provided to cxDA or the .cx TLD registry operator on a voluntary basis, cxDA generally makes this information available to the public.

cxDA may, at its sole discretion, anonymize, aggregate, delete, or restrict access to portions of the data, but does not represent that it will do so in any particular case.

Signed for and on Behalf of:
 Christmas Island Domain Administration Limited

Signed for and on Behalf of:

[signature]
 Title: Director
 Date:

[signature]
 Title
 Date: