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COREhub Agreement with Partners

This SERVICE AGREEMENT ("**Agreement**") is by and between:

- a. **COREhub S.R.L.U.**, an entity with legal seat at Gran Via de les Corts Catalanes 452, Atic-2a, 08015 Barcelona ("**COREhub**"); and
- b. _____, a
_____ with its principal place of business located
at _____ ("**Partner**").

WHEREAS

- (A) COREhub has entered into (i) a Registrar Accreditation Agreement (RAA) with ICANN and (ii) Registry-Registrar Agreements (RRAs) with the relevant Registries and, thus, is fully accredited and entitled to register domain names with the COREhub Supported TLDs referred to in **Appendix B** of this Agreement.
- (B) Partner wishes to act as a COREhub reseller for domains within the COREhub Supported TLDs by offering and facilitating the registration and management of those domain names through COREhub.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, COREhub and Partner, intending to be legally bound, hereby agree to the following:

CLAUSES

1. DEFINITIONS

In this Agreement the terms in capital letters shall have the following meaning:

1. "**Agreement**" means this agreement, including its Appendices and any other documents incorporated to this Agreement by reference.
2. "**Communications**" means all written communications with actual or potential Registrants, including registration applications, confirmations, modifications,

terminations, invoices, credits, or other correspondence related to the use or provisioning of the COREhub Services.

3. **"Confidential Information"** means all information and materials, including, without limitation, data, know-how, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified in writing as confidential.
4. **"Contact Information"** means all the information that must be submitted in the SRS during the registration period as well as that required by the Partner or the Partner's Reseller to facilitate the commercial relationship with the Registrant, including but not limited to (i) the domain name being registered; (ii) the IP addresses and names of the primary and secondary name server(s) for the registered domain name; (iii) full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant, the administrative contact, the technical contact, and the billing contact; and (iv) any alternative data element required by ICANN and/or the relevant Registries in relation to a particular TLD, in which case the alternative required data elements may replace and/or supersede the above-referred data with respect to that particular TLD.
5. **"COREhub"** means Corehub Sociedad de Responsabilidad Limitada Unipersonal, a company duly incorporated under the Laws of Spain, with registered office at C/ Gran Via de les Corts Catalanes 452, Atic-2a, 08015 Barcelona, Spain, a party of this Agreement.
6. **"COREhub Direct"** means COREhub's mechanism for directly administering domains held through delinquent partners. When a domain is placed in COREhub Direct, its registrant is invoiced directly by COREhub.
7. **"COREhub Services"** means the services offered by COREhub in this Agreement.
8. **"COREhub Supported TLDs"** or "Supported TLDs" mean the TLDs included or referred to in **Appendix B** of this Agreement, as well as any other TLDs for which COREhub offers for registration through its SRS, now or in the future.
9. **"DNS"** is an acronym that refers to the Internet's "Domain Name System".
10. **"Effective Date"** means the date on which the Agreement is executed by both parties.
11. **"gTLD"** means any TLDs which are not country code Top-Level Domains.

12. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.
12. "**ICANN Policy/ies**" means any requirements, standards, policies (including but not limited to consensus and temporary policies), specifications, procedures, practices and/or programs for which COREhub and/or the Registries have monitoring responsibility in accordance with their agreements or other arrangement with ICANN, now or in the future.
13. "**Partner**" means the entity entering into this Agreement with COREhub.
14. "**Proxy Accreditation Program**" means any ICANN-adopted specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services.
15. "**Registrar Accreditation Agreement**" or "**RAA**" means the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, currently available at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current version of ICANN Registrar Accreditation Agreement.
16. "**Registration Agreement**" or "**RA**" means the electronic or paper registration agreement attached as Appendix A of this Agreement.
17. "**Registrant/s**" means the holder or potential holder of a domain name registered through COREhub.
18. "**Registrar Services**" means the services provided by an accredited registrar in connection with certain TLDs, which may include *inter alia* contracting with registrants, collecting registration data about registrants and submitting registration information for entry in the relevant registry database.
19. "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of a Registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all those domain names.
20. "**Registry Operator**" and "**Registry**" mean the entity responsible for providing registry services for each Supported TLD, as specified in **Appendix B**, including maintaining and serving the zone file for that TLD.
21. "**Registry Policies**" means any standards, policies, including those for domain name dispute resolution, specifications, procedures, guidelines, practices, programs, relevant

national registration or criteria approved by each Registry now or in the future, including without limitation those referred to and/or linked in **Appendix B**.

22. "**SRS**" means the Shared Registration System for the registration and management of domain names through COREhub.
23. "**Reseller/s**" means those who, upon agreement with Partner or other Partner's Resellers, participate in Partner's distribution providing some or all Registrar Services through COREhub, including collecting registration data about Registrants, submitting that data to COREhub, or facilitating the registration or management of domain names registered through COREhub.
24. "**Term**" has the meaning outlined in Section 9 of this Agreement.
25. "**TLDs**" means Top Level Domain Names.
26. "**WIPO Expedited Arbitration Rules**" means the rules for expedited arbitration procedures proposed by the World Intellectual Property Organization, available at <http://www.wipo.int/amc/en/arbitration/expedited-rules/>.

2. COREHUB OBLIGATIONS

2.1 Registrar Services

During the Term of this Agreement, COREhub will operate as registrar in accordance with:

- 2.1.1 the Registrar Accreditation Agreement ("**RAA**") entered with ICANN as amended from time to time and/or subsequent agreements, and other applicable ICANN Policies; and
- 2.1.2 the Registry-Registrar Agreements entered with the Registries ("**RRAs**") and any applicable Registry Policies. These RRAs and Registry Policies are referred to in **Appendix B** of this Agreement and incorporated to this Agreement by reference.

2.2 ICANN Fees and Registry Fees

- 2.2.1 COREhub shall assume the payment of all fees due to the Registries and to ICANN, including yearly and variable accreditation fees, in relation to domain names registered through COREhub.
- 2.2.2 ICANN fees and Registry fees may change from time to time. COREhub reserves the right to adjust the fees charged to Partners, among other circumstances,

should ICANN and/or Registry/ies vary their fees.

2.3 Access to SRS

Throughout the Term of this Agreement, COREhub shall provide Partner with access to the SRS to enable Partner to submit in the relevant Registry Database complete data as required by the technical specifications of such Registry, as well as any updates of those elements.

2.4 Public Access to Data on Registered Domain Names (“Whois”)

2.4.1 COREhub shall provide an interactive webpage with free public query-based access to data on all active registered names registered through COREhub, in accordance with ICANN and/or the Registry Policies.

2.4.2 COREhub will also operate a port 43 Whois service providing free public query-based access to data on domain names registered through COREhub, or other registrars, through queries to the relevant whois servers, in the latter case.

3. PARTNER OBLIGATIONS

3.1 Compliance with ICANN and Registry Policies

Partner shall implement the terms and not take any action inconsistent with the applicable provisions of:

3.1.1 the Registrar Accreditation Agreement (“**RAA**”) entered with ICANN as amended from time to time and/or subsequent agreements, and any applicable ICANN Policies; and

3.1.2 the Registry-Registrar Agreements entered with the Registries (“**RRAs**”) and any applicable Registry Policies. These RRAs and current Registry Policies are referred to in **Appendix B** of this Agreement and incorporated to this Agreement by reference.

3.2 COREhub Fees

3.2.1 Partner agrees to pay COREhub the registration, renewal, transfer and other service fees set forth for each COREhub Supported TLD in COREhub price list, as amended from time to time (the “**Fees**”).

- 3.2.2 COREhub reserves the right to modify the Fees at any time, provided that it gives prior reasonable notice to Partner.
- 3.2.3 Partner shall maintain a sufficient deposit in order to carry out its transactions with COREhub. If the account balance is insufficient, COREhub may, at its sole discretion:
- (i) Put all or some of Partner's domains on hold and/or deleting them in order to prevent further losses;
 - (ii) Place all or some of Partner's domains on COREhub Direct. If this circumstance occurs, COREhub will be entitled to accept Registrant's payments on Partner's behalf.

3.3 Diligent Use of SRS

- 3.3.1 Partner shall use SRS in the manner intended, as specified by COREhub from time to time, to assure the sound operation of SRS and the full compliance with this Agreement.
- 3.3.2 Partner shall employ all necessary technology to ensure that its connection to SRS and all transmissions between Partner, Resellers (if applicable), Registrants and SRS that are initiated for the purpose of creating, deleting or modifying data within the COREhub Database or a Registry Database are secure. Although information transmitted to COREhub is stored in operating environments which COREhub believe are within industry standards for security, Partner agrees that no data transmission over the Internet can be guaranteed 100% secure. COREhub is not responsible for any interception or interruption of any communications through the Internet.

3.4 Domain Name Registrations and Management

- 3.4.1 Partner agrees to facilitate the registration and management of domain names in Supported TLDs through COREhub, as requested and paid for the Registrants.
- 3.4.2 Partner may not register domain names requested by Registrants in its own name or use this method to gain an unlawful advantage over a Registrant from its prior registration.

- 3.4.3 Partner agrees that if it elects to register domain names through COREhub for its own account, in which case it will be both "Partner" and "Registrant" under the terms of this Agreement, that for each such domain name registration, it will be bound by the Registration Agreement ("RA") in **Appendix A** to this Agreement. The act of registering a domain name through COREhub is assent to such Registration Agreement.
- 3.4.4. Partner shall not register domain names through COREhub for their own account or for accounts of a Partner's affiliate for the purpose of trafficking in domain names for sale, resale or transfer to applicants. Furthermore, Partner shall not enable, contribute or willingly aid any third party to achieve the said purpose.
- 3.4.5. Partner acknowledges that in the event of any dispute concerning the time of the entry of a domain name registration into a Registry Database, the timestamp shown in that Registry records shall prevail.
- 3.4.6 Partner shall not insert or renew any domain name through COREhub in a manner contrary to (i) any ICANN Policy stating a list of specification of excluded domain names that is in effect at the time of insertion or renewal; (ii) any list of names to be reserved from registration as required by the relevant Registry; or (iii) any other Registry Policies adopted by the relevant Registry (as referred to in **Appendix B** of this Agreement).

3.5 Execution of Registration Agreement ("RA") with the Registrant

- 3.5.1 At the time of (i) registration of a domain name through COREhub, (ii) gaining a domain name from another registrar; and/or (iii) in case of change of registrant, Partner shall provide to the new Registrant with a copy of the COREhub Registration Agreement ("RA") attached as **Appendix A**. Partner must ensure that the new Registrant enters into such Registration Agreement with COREhub, including any future material amendments of this Agreement introduced by COREhub. Registrant acceptance may be either in electronic or paper form. All amendments to this Agreement will be posted on the COREhub website. Partner will be notified of any material amendment to this Registration Agreement via email.
- 3.5.2 Partner shall make no changes in the wording of the Registration Agreement but may require that Registrants agree to additional terms and conditions, provided that such terms and conditions do not conflict in any manner with the wording of the Registration Agreement attached as **Appendix A**. Partner is

allowed to use a correct and faithful translation of the Registration Agreement into the language/s of communication with the Registrants; this will not constitute a change of the wording of the Registration Agreement under this Section.

- 3.5.3 Partner (or Partner's Reseller, as the case may be) shall publish in its website Partner's or (when applicable) Partner Reseller's current fees, including registration fees, post-expiration renewal fees (if different), and redemption/restore fees.
- 3.5.4 Partner (or Partner's Reseller, as the case may be) shall publish in its website Partner's or (when applicable) the relevant Registry Policies, as referred in **Appendix B** of this Agreement or otherwise updated by the relevant Registry Operator. Partner is aware that Registries may update the content and/or URL for their Registry Policies and is responsible for monitoring them and updating the webpage referred to in **Appendix 1** of the Registration Agreement on a regular basis.
- 3.5.5 Upon notice and request from COREhub, Partner shall provide within five (5) business days a copy of any Registration Agreements, as well as evidence of its acceptance by the Registrant. This obligation will survive even when the registration has been facilitated and/or processed by a Partner's Reseller at any level of the chain.
- 3.5.6 Partner shall use commercially reasonable efforts to enforce compliance with the provisions of the Registration Agreement. Partner shall be responsible and indemnify COREhub for any liability resulting from Registrant's non-acceptance of the Registration Agreement and its Appendices. Any potential Partner's liability under this Section will survive even when the registration has been facilitated and/or processed by a Partner Reseller at any level of the chain.

3.6 Contact Information

3.6.1 General

- (a) It is Partner's responsibility to ensure that all Contact Information provided by Registrants in Supported gTLDs:
 - 1. is filled out in the right format, as required by ICANN and/or the relevant Registries, and

2. is complete (no mandatory fields in the SRS are left blank), accurate, reliable and is kept up-to-date.
- (b) Partner and its Reseller/s shall, upon notification by any person of an inaccuracy in the Contact information, take reasonable steps to investigate that claimed inaccuracy. In the event that Partner and/or its Reseller learn of any inaccuracy, they shall take reasonable steps to correct it.
- (c) For the sake of clarity, the provisions set forth in Sections 3.6.2 to 3.6.4 of this Agreement only apply to gTLDs (generic top-level domains) and not to ccTLDs (country code top-level domains) unless the Registry Policies of the relevant ccTLD so require.

3.6.2 Verification of Contact Information upon Registration

- (a) Except in the case in Section 3.6.4 below, upon registration of a new domain name through COREhub, Partner must verify:
1. the email address of the Registrant (and, if different, the person paying for the domain name) by sending an email requiring an affirmative response through a tool-based authentication method such as providing a unique code that must be returned in a manner designated by COREhub, or
 2. the telephone number of the Registrant (and, if different, the person paying for the registered domain name) by either (i) calling or sending an SMS to the Registrant's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (ii) calling the Registrant's telephone number and requiring the Registrant to provide a unique code that was sent to the Registrant via web, email or postal mail.

(b) In either case:

1. If Partner does not receive an affirmative response from the Registrant, Partner shall verify the applicable Contact Information manually or otherwise suspend the registration, until such time Partner has verified applicable contact information.
2. If Partner does not receive an affirmative response from the person paying for the domain name (when that person is different from the Registrant) Partner shall verify the applicable Contact Information manually but is not required to suspend any registration.

3.6.3 Verification of Contact Information upon modification of Contact Information

- (a) Partner shall modify Registrant Contact Information within seven (7) days after receiving any updates from the Registrant.
- (b) Except as in the case in Section 3.6.4 below, within fifteen (15) calendar days after receiving any updates to Contact Information (whether or not verification requirement set forth in Section 3.6.2 above was performed), Partner will verify the changed fields in the manner specified in Section 3.6.2 above:
 1. If Partner does not receive an affirmative response from the Registrant providing the required verification, Partner shall either verify the applicable contact information manually or otherwise suspend the registration, until such time as Partner has verified the applicable Contact Information.
 2. If Partner does not receive an affirmative response from the person paying for the domain name, Partner shall verify the applicable Contact Information manually, but is not required to suspend any registration.

3.6.4 Exception to the Obligation of Verification

Partner is not required to perform the verification procedure in Sections 3.6.2 and 3.6.3 above if Partner has already successfully completed the verification procedures on the identical Contact Information and is not in possession of facts or knowledge of circumstances that suggest that the Contact Information is no longer valid (such as Partner receiving a bounced email notification or

non-delivery notification message in connection with compliance with ICANN's Whois Data Reminder Policy or otherwise).

3.6.5 Change of Registrant

- (a) Partner must ensure that all Registrants of domains under their management appoint Partner as their "Designated Agent", thus explicitly authorizing Partner to approve any change of Registrant which is sent to COREhub on the Registrants' behalf.
- (b) Partner must ensure that all Registrants explicitly opt out of the 60-day inter-registrar transfer lock following to any change of registrant request which is sent to COREhub on their behalf.

3.7 Proxy Contact Information and Privacy Services

3.7.1 Partner shall comply with any Proxy Accreditation Program that ICANN approves during the Term of this Agreement. Partner acknowledges that, among other features, the Proxy Accreditation Program may require that:

- (a) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and
- (b) Registrar shall prohibit Partner from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program.

3.7.2 Until such time as the Proxy Accreditation Program is established, Partner agrees not to register or facilitate the registration of domain names through COREhub using any proxy contact info or privacy services.

3.8 Data Retention

3.8.1 Partner understands that the registration and use of domain names is governed, in part, by the Registrar Accreditation Agreement entered into between ICANN and COREhub. This Registrar Accreditation Agreement includes requirements that registrars maintain certain registration and transaction information during the term of that Agreement with ICANN and for two (2) years thereafter and that such information be provided to ICANN upon request. Registry Policies may contain equivalent requirements. To fulfill these

requirements, Partner agrees that it will keep (and will obligate any Reseller to keep) the following:

- (a) in electronic, paper, or microfilm form, all written Communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrants, including but not limited to:
 - 1. Registration Agreements entered into with the Registrants, either in paper or electronic form;
 - 2. Verification Communications referred to in Section 3.6.2;
 - 3. Renewal notices referred to in Section 3.9.
- (b) in electronic form, records of the accounts of all Registrants, including dates and amounts of all payments and refunds in conjunction with domain name registrations; and
- (c) in electronic form, receipt, content and response to any abuse reports received by Partner and/or its Resellers.

3.8.2 Upon request by COREhub Partner will provide any information, documentation and Communications identified in this Section to COREhub within five (5) business days.

3.9 Domain Name Renewals

3.9.1 General

It is Partner's responsibility to ascertain whether the Registrant wishes to renew its registered domain name.

The provisions set forth in Sections 3.9.2 to 3.9.5 of this Agreement only apply to gTLDs (generic top-level domains) and not to ccTLDs (country code top-level domains) unless the Registry Policies of the relevant ccTLD so require.

3.9.2 Expiration Notices (for gTLDs only)

COREhub may send expiration notices directly to the Registrant contact and the domain administrative contact according to **COREhub Sending Schedule below**, unless COREhub (i) receives copy of such notifications being directly sent by the Partner in accordance with the procedure set forth in **Appendix C**

or (ii) Partner sufficiently justifies, at COREhub's discretion, the inapplicability of the expiration notices set forth in this Section in the specific case.

COREhub Sending Schedule is:

1. First pre-expiration notice may be sent **thirty (30) days** before expiration;
2. Second pre-expiration notice may be sent **seven (7) days** before expiration;
3. Post-expiration notice: **five (5) days** after expiration.

3.9.3 Putting the Expired Domain On-Hold for 8 days

Once a registration within a gTLD is expired, before deleting it, Partner must interrupt the existing DNS resolution path (i.e. it must be put on hold) or resolved to a domain-not-renewed website with renewal instructions for at least eight (8) days.

3.9.4 Redemption

Partner must permit the registrant at expiration to redeem a deleted gTLD registration during the Redemption Grace Period when such Period is offered by the respective Registry.

3.9.5 Notice of Fees and Procedures to Registrants

If Partner (or Partner's Resellers, as the case may be) operate a website for domain name registration or renewal, it must clearly and conspicuously disclose in the website/s:

- (a) The price list, including registration fees, renewal fees, post-expiration renewal fees (if different), and redemption/restore fees; as well as that non-standard domains (sometimes called "premium" or "reserved" names) may have non-uniform registration and renewal pricing;
- (b) The methods used to deliver pre and post-expiration notifications.

3.10 Domain Transfers

- 3.10.1 Partner shall cooperate with COREhub in order to comply with ICANN Policies (domain names in gTLDs) and/or any applicable Registry Policy (domain

names in ccTLDs) regarding transfers of domain name registrations from another registrar to COREhub, and *vice versa*.

- 3.10.2 It will be considered an undue interference with the transfer, among other circumstances: (i) tying the transfer to other services or service fees; (ii) charging an abusive transfer fee, according to COREhub; (iii) not complying with ICANN's Inter-Registrar Transfer Policy available at <http://www.icann.org/en/resources/registrars/transfers/policy>.
- 3.10.3 Without prejudice to its rights of termination in accordance with this Agreement, if Partner and/or its Resellers interfere with any inter-registrar transfer as outlined in this Section, COREhub reserves the right, in its sole discretion, to proceed with the transfer requested by the Registrant. In such a case, COREhub will be entitled to charge the Partner the corresponding fee for handling such an incident and to discount it from Partner's deposit with COREhub.

3.11 Registrant Support

- 3.11.1 Partner shall bear sole responsibility for providing support to Registrants with respect to any and all services described in this Agreement, including but not limited to all billing and technical support.
- 3.11.2 Partner shall make available a description of the customer service handling processes available to Registrants regarding Registrar Services.
- 3.11.3 COREhub shall not provide end-user support to Partner and/or Reseller's Registrants. The exception is where:
- (a) Registrant is unable to make contact with Partner and/or Partner's Reseller;
 - (b) Partner does not send the pre and post-expiration notices referred to in Section 3.9 in the manner described in **Appendix C**, in which case COREhub may send them to the Registrant as set forth in Section 3.9;
 - (c) Partner interferes with any inter-registrar transfer, as set forth in Section 3.10;
 - (d) Partner breaches any of the provisions of this Agreement causing COREhub to be in breach of the Registration Agreement with the Registrant, in which cases COREhub may charge the Partner an additional

fee for handling the Registrant request, in accordance with Section 5.3 of this Agreement.

- 3.11.4 In addition to the above, Partner acknowledges and agrees that COREhub may, from time to time, be required by the Registry Operator to inform Registrants directly by email of new or changed published policies or codes of practice.

3.12 Partner Notices and Representations

- 3.12.1 Partner is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN or by a Registry unless it has written permission from ICANN or from that Registry to do so.
- 3.12.2 Partner shall identify COREhub as sponsoring registrar upon inquiry from the Registrant.
- 3.12.3 Partner shall publish on any website it may operate for domain name registration or renewal:
- (a) a link Registrant Educational Information which ICANN has published, currently located at ICANN's website <http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm>; and
 - (b) a link to Registrants' Benefits and Responsibilities, which is currently available at <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>.

Partner is aware ICANN may update the content and/or URLs for these documents and is responsible for monitoring it on a regular basis. Partner must keep evidence which demonstrates compliance with this obligation (e.g. copies of periodic screenshots of the webpage/s where these links are published).

3.13 Special Provisions for each TLD

- 3.13.1 Partner acknowledges and understands that by accepting the terms and conditions of this Agreement shall be bound by the relevant Registry Policies (including the relevant RRAs) and any pertinent rules or policies that exist now or in the future and which are posted on the website of the Registries. **Appendix B** contains a link to the current relevant Registry Policies, which are

incorporated to this Agreement by reference. Partner is aware that Registry Policies may change from time to time, and is responsible for monitoring the Registry's site on a regular basis.

3.13.2 Partner's continued facilitation of domain names through COREhub and/or use of the SRS will constitute Partner's acceptance of any revisions of the relevant Registry Policies. If Partner does not agree with any change, Partner may terminate this Agreement or stop using COREhub Services for registering additional domain names in the relevant Registry.

3.14 Abuse Point of Contact

3.14.1 Without prejudice to COREhub's own Abuse Contact, Partner shall appoint and maintain a conspicuous and readily accessible abuse point of contact to receive reports of abuse involving domain names registered through COREhub including reports of illegal activity as required by the Registrar Accreditation Agreement ("RAA") entered into between COREhub and ICANN, as amended from time to time. Partner shall publish an email address to receive such reports on the homepage of the Partner's website (or in any other standardized place that may be designated by ICANN from time to time). Any reports received by Partner and/or its Resellers must be forwarded to and received by COREhub within forty-eight (48) hours.

3.14.2 Without prejudice to COREhub's own Point of Contact, Partner shall also establish and maintain a dedicated abuse Point of Contact, including a dedicated email address and telephone number that is monitored twenty-four (24) hours a day, seven (7) days a week, to receive reports of illegal activity by Spanish authorities. Any reports of illegal activity submitted by Spanish authorities must be forwarded to and received by COREhub within twelve (12) hours.

3.14.3 In addition, Partner shall cooperate with COREhub so that COREhub can take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse. It will be COREhub sole responsibility to decide what actions (including those referred to in Section 5.2 below) to take, if any, with respect to every report of abuse received by Partner and/or Partner's Resellers.

3.15 Domain Name Dispute Resolution

3.15.1 During the Term of this Agreement, Partner shall comply with all applicable policies and procedures for resolution of disputes concerning domain names

registered through COREhub, including (when applicable) the Uniform Domain Name Dispute Resolution (“UDRP”) and the Uniform Rapid Suspension (“URS”) procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by ICANN and/or the relevant Registry Operator in its Registry Policy.

3.15.2 Partner acknowledges that COREhub intends to comply with all these policies, regardless of Partner’s cooperation.

3.16 Cooperation

3.16.1 In the event of any dispute for any reason involving a domain name registered by Partner or its Resellers through COREhub, Partner shall provide all reasonable assistance to COREhub, the Registry and/or any Court, Arbitrator and/or any other relevant authority considering the dispute.

3.16.2 At COREhub’s request, Partner shall forward copies of all Communications to COREhub within five (5) business days, regardless of whether the registration has been facilitated and/or pursued by Partner’s Reseller.

4. PARTNER’S RESELLERS

4.1 Partner may choose to allow its own Resellers to facilitate the registration of domain names through COREhub and agrees to expressly adhere its Resellers to all obligations assumed by Partner in Sections 3.1 and 3.3 to 3.16 of this Agreement.

4.2 Without prejudice to this, Partner will in any event remain fully responsible for the compliance of all obligations assumed by Partner in Sections 3.1 and 3.3 to 3.16 of this Agreement.

4.3 Partner shall fully defend, indemnify and hold harmless COREhub, COREhub affiliates, officers, directors, agents, employees, attorneys and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any domain name registered by Resellers through COREhub, including but not limited to disputes arising out of Reseller’s non-compliance with Partner’s obligations under this Agreement or Resellers’ infringement of third-parties rights.

5. RESERVATION OF RIGHTS FOR COMPLIANCE PURPOSES

5.1 Reservation of Rights of Termination

The remedies established in this Section are without prejudice to COREhub rights of termination under Section 10 of this Agreement.

5.2 Right to Deny, Suspend, Cancel, Modify and Transfer domain names registered through COREhub

5.2.1 Without prejudice to its rights of termination in accordance to this Agreement, COREhub reserves the right, in its sole discretion, to deny, suspend, cancel, modify and/or transfer any domain name registered through COREhub if:

- (a) Any of the Contact Information is false, inaccurate, incomplete, unreliable, misleading or otherwise secretive and:
 - 1. Partner fails to respond for over fifteen (15) calendar days to inquiries by COREhub concerning the accuracy of Contact Information; or
 - 2. Partner's response is unsatisfactory according to COREhub.
- (b) Partner or Partner's Reseller fails to follow the policies of use mandated by ICANN and/or the relevant Registry Policies;
- (c) In the course of ICANN, Registries or Relevant Law enforcement or Registry compliance procedures, Partner or Partner's Reseller fails to respond for over five (5) days to compliance inquiries by COREhub, or Partner's Reseller response is unsatisfactory according to COREhub.
- (d) Partner or Partner's Reseller appear to be engaging in illegal activity in the registration of domain names through COREhub;
- (e) Partner or Partner's Reseller engage in a conduct that may reasonably put COREhub in breach of any applicable Law, governing authority, Registry Regulation, public policy or third party agreement; and/or
- (f) Law enforcement, a Court of Justice or another relevant authority requests that COREhub does so.

If COREhub decides to take action over a domain name, COREhub will be entitled to charge the Partner the corresponding fee for handling such an incident and to discount it from the Partner's deposit with COREhub.

5.2.3 In addition to the charge referred to in Section 5.2.2 above, COREhub will pass on to the Partner any economic sanctions which COREhub must pay as a result

of the Contact Information being false, inaccurate, incomplete, unreliable, misleading and/or otherwise secretive, plus a 50% penalty over the economic sanction imposed on COREhub.

- 5.2.4 In addition to the charges referred to in Sections 5.2.2 and 5.2.3 above, if the Partner fails to respond within fifteen (15) days to compliance inquiries by COREhub, COREhub may temporarily prohibit the Partner and its Resellers from registering additional domain names through COREhub. If the Partner repeatedly fails to respond within fifteen (15) days to compliance inquiries by COREhub, COREhub may, without further notice, terminate this Agreement.

5.3 Partner's Failure to Respond: COREhub Direct

- 5.3.1 Partner acknowledges and accepts that COREhub may be forced to establish a direct relationship with the Registrant if any of the following circumstances occur:

- (a) Where, after instructed by a Registrant and/or following a renewal payment, Partner is unable to process renewal or transfer transactions;
- (b) Where Partner has filed for bankruptcy, has otherwise ceased operations, or where efforts to ensure continuity of the Partner and/or its Reseller's business have been exhausted;
- (c) Where Registrant is unable to make contact with Partner and/or Partner's Resellers or reports unresponsive or poor customer service;
- (d) For any reason Partner and/or Partner's Resellers at any level of the distribution chain are unresponsive or do not comply or are unable to comply with their duties under this Agreement.

- 5.3.2 In any of the above circumstances, COREhub may, at its sole discretion:

- (a) Provide end-user support directly to Registrants, either charging the Partner the corresponding fees for attending Registrant requests or accepting Registrant's payments on Partner's behalf; and may
- (b) Suspend Partner's access to SRS, in which case COREhub shall request Partner confirmation of its status or compliance with this Agreement. If Partner fails to contact COREhub within fifteen (15) calendar days following issue of the communication or such other period as COREhub deems necessary given the circumstances of a particular situation, or if

Partner's response is unsatisfactory according to COREhub, COREhub may, without further notification, terminate this Agreement.

5.4 Registrant's breach of the Registration Agreement

5.4.1 Without prejudice to its rights of termination under this Agreement, COREhub expressly reserves the right, in its sole discretion, to deny, suspend, cancel and/or modify any domain name registered through COREhub, if:

- (a) Registrant or third parties engage in illegal activity in the registration or use of the domain name;
- (b) The domain name infringes upon or otherwise violate the rights of any third party;
- (c) Registrant engages in a conduct that may put COREhub in breach of any applicable Law, governing authority, Registry Policy, public policy or third party rights;
- (d) Law enforcement or a Court Order request so;
- (e) Any of the circumstances set forth in Section 12 of the Registration Agreement (RA) occurs; and/or
- (f) Required to comply with the Uniform Domain-Name Dispute-Resolution Policy or with any other ICANN mandated Policy in force.

5.4.2 In addition, COREhub may terminate the Registration Agreement with Registrants whose domain names are incurred in any of the above circumstances.

6. DATA PROTECTION

6.1 Partner shall only process the Contact Information for the maintenance and development of the commercial relationship with the Registrant and in accordance with the data treatment stated in the Data Protection Notice in Section 8 of the Registration Agreement attached as **Appendix A**. The Contact Information shall not be used in a way incompatible with the data treatment stated in the Data Protection Notice of the Registration Agreement attached as **Appendix A**. Partner will not transfer or share the Contact Information with any other party.

- 6.2 Partner shall take reasonable precautions to protect the Contact Information and any other personal data collected from the Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- 6.3 Partner will give COREhub notice within three (3) days of any unauthorized access to or disclosure of Contact Information or any other personal data from the Registrant, including a detailed description of the type of unauthorized access, how it occurred, the number of registrants affected, and any action taken by Partner in response.
- 6.4 Partner acknowledges and accepts that:
 - 6.4.1 COREhub will grant Registry/ies a non-exclusive, non-transferable, limited license to the Contact Information in the terms required by each Registry.
 - 6.4.2 COREhub shall maintain its own electronic database, as updated from time to time, containing Contact Information for each domain name registered through COREhub.

7. INDEMNITY

- 7.1 Partner shall fully defend, indemnify and hold harmless COREhub and its affiliates, officers, directors, agents, other partners, employees, attorneys and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any domain name registered by Partner and/or its Resellers through COREhub, including but not limited to disputes arising out of or in relation with:
 - 7.1.1 The facilitation and management of domain name registration through COREhub and/or use thereof;
 - 7.1.2 Partner's breach of this Agreement, including its Appendices and documents incorporated by reference, including but not limited to any liability resulting from:
 - (a) Registrants non-acceptance with any of the provisions of the Registration Agreement attached as **Appendix A**, regardless of whether the registration has been facilitated and/or processed by Partner's Resellers at any level of the chain;
 - (b) Reseller's non-compliance with Partner's obligations under this Agreement;

(c) Partner and/or Resellers 's infringement of third-party rights.

8. LIMITATION OF LIABILITY

8.1 COREhub is not liable, whether for negligence, breach of contract, misrepresentation or otherwise, for any direct or indirect or consequential loss or damage of any kind (including but not limited to loss of profit, goodwill, business opportunity or anticipated saving) suffered by Partner and/or Resellers arising out of:

8.1.1 Any loss of registration of domain names for whatever reason not due to COREhub's negligence or willful misconduct;

8.1.2 Interruptions, access delays, system errors, omissions, or failures in COREhub's registration system;

8.1.3 Non-delivery or misdelivery of data between Registrar and Partner; or Registrar and Reseller; or Resellers; or Partner and COREhub; or COREhub and the Registries;

8.1.4 Breach of hosting and/or other services associated with a domain name registered through COREhub;

8.1.5 Change of Registry and/or ICANN Policies;

8.1.6 Events produced pursuant to the instructions received from the Registry Operators and/or ICANN;

8.1.7 Denial, suspension, cancellation, modification and/or transfer -temporarily or definitely- of a domain name registered through COREhub:

(a) In accordance with this Agreement; or

(b) Connected with a decision of the relevant Registry; or

(c) Due to Registry's negligence or Registry's insolvency;

8.1.8 Non-renewal of a domain name registered through COREhub because Partner and/or Reseller and/or Registrant did not successfully renewed prior to the expiration of its then current term;

8.1.9 Undesired renewal of a domain name registered through COREhub when Partner and/or Reseller and/or Registrant has not cancelled it in the appropriate timeframe;

- 8.1.10 Unauthorized use or misuse of Partner's passwords;
- 8.1.11 Failure of payment of Registry fees or other fees due to COREhub;
- 8.1.12 Application of the relevant Dispute Policies; and/or
- 8.1.13 Other events beyond COREhub reasonable control, or not due to COREhub negligence or willful misconduct, specially but not limited to those similar to the ones described in this Section.

8.2 To the extent permitted by Law, in no event shall COREhub's total and maximum aggregate liability for all sorts of damage, however caused and on any theory of liability, and Partner's exclusive remedy arising out of this Agreement, exceed the amount Partner paid COREhub in the twelve (12) months prior to the circumstance from which liability arose. If applicable Law does not allow the exclusion or limitation of liability for consequential or incidental damages, in such case, COREhub's liability is limited to the extent permitted by Law.

9. TERM

9.1 This Agreement shall commence on the Effective Date and continue until the earlier of the following:

- 9.1.1 Termination by either party upon thirty (30) days written notice;
- 9.1.2 With respect to a particular Registry, cease by COREhub to operate as a registrar for said Registry;
- 9.1.3 Termination for cause, as defined in Section 10.2 of this Agreement.

10. TERMINATION

10.1 Early Termination

Partner may terminate this Agreement at any time by giving COREhub thirty (30) days written notice of termination.

10.2 Termination for Cause

10.2.1 If either Party (or, in the case of Partner, a Reseller or Registrant) breaches any material term of this Agreement and such breach is not cured within fifteen (15) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other

Party, terminate this Agreement as of the date specified in such notice of termination.

10.2.2 Without prejudice to its right of termination under Section 10.2.1 above, if Partner breaches any material term of this Agreement, COREhub may, at its discretion, immediately suspend Partner's access to SRS or to any or all of the services described in this Agreement, pending the cure of such breach or violation.

10.2.3 Either party may terminate this Agreement with immediate effect if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

11. EFFECTS OF TERMINATION

Upon termination, Partner's access to SRS and the registrar services described in this Agreement shall cease. COREhub may complete the registration, transfer or renew domain names processed by Partner to the date of any expiration or termination, provided Partner's deposit with COREhub is sufficient to cover the Fees for those transactions. COREhub may also, at its discretion, transfer Registrants to other COREhub partners, should Registrants agree to such transfer.

12. NOTICE

12.1 **Addresses.** Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing:

To COREhub:	COREhub S.R.L.U.
Address:	Gran Via de les Corts Catalanes 452, Atic-2a, 08015 Barcelona
Attention:	Mr. Amadeu Abril i Abril
Email:	legal@corehub.net

To Partner:	
Address:	
Attention:	
Email:	

12.2 **Language.** All notices, communications, designations, and specifications made under this Agreement shall be in English unless both parties agree to use another language.

13. MODIFICATIONS TO THIS AGREEMENT

13.1 Partner acknowledges that the practice of registering and administering domain names is constantly evolving. Therefore, Partner agrees that COREhub may modify this Agreement at any time as is necessary to provide adequate Registrar Services, comply with its agreements with ICANN and/or the Registries, as well as with all their Registry Policies, as amended from time to time. If there are material changes to this Agreement COREhub will notify Partner sending Partner a notification through email. Except as otherwise stated in this Agreement, the amendments will enter into force automatically upon notification to the Partner.

13.2 Partner's continued facilitation of domain names through COREhub and/or Partner's use of the SRS will constitute Partner's acceptance of any revisions of this Agreement. If Partner does not agree with any change, Partner may terminate this Agreement or stop using COREhub Services for registering additional domain names.

14. CONFIDENTIALITY

14.1 Use of Confidential Information. During the Term of this Agreement, each party (the "**Disclosing Party**") may disclose Confidential Information to the other party (the "**Receiving Party**"). The Receiving Party shall:

- 14.1.1 Treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures;
 - 14.1.2 Use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever;
 - 14.1.3 Make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement;
 - 14.1.4 Not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party; and
 - 14.1.5 Not prepare any derivative works based on the Confidential Information.
- 14.2 Notwithstanding the foregoing, Section 14.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure.
- 14.3 The Receiving party's duties under Section 14.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.
- 14.4 Each party may disclose Confidential Information where disclosure is required by law, by a court of competent jurisdiction or by a regulatory body with authority over its business, provided that such party gives the other party as much notice as is

practicable of the disclosure or, otherwise, notifies the other party of the disclosure as soon as practicable.

15. MISCELLANEOUS PROVISIONS

15.1 Partner shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third party without the prior written consent of COREhub.

15.2 Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

15.3 This Agreement, which includes all applicable Appendices and documents incorporated by reference, constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

16. GOVERNING LAW / WIPO EXPEDITED ARBITRATION

16.1 This Agreement shall be governed and construed under the laws of the Kingdom of Spain, including their choice of law provisions.

16.2 Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Barcelona. The language to be used in the arbitral proceedings shall be in English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

COREhub, S.R.L.U.

Name: Amadeu Abril i Abril

Name:

Title: Sole Administrator's
representative

Title:

Date:

Date:

APPENDIX A

REGISTRATION AGREEMENT

(Version 3 - October 10th, 2016)

1. NOTICES FROM ICANN

- ⇒ ICANN has published an educational webpage summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies, currently located at ICANN's website <http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm>
- ⇒ Also, you can find Registrants' Benefits and Responsibilities at <http://whois.icann.org/en/2013-raa-registrant-benefits-and-responsibilities>

2. ACCEPTANCE

- a. This is an Agreement by and between You and COREhub. This Agreement explains Our obligations to You and Your obligations to Us for the provision of the registration services offered by Us through the Reseller. In order to complete the registration process, you must accept all terms and conditions of this Agreement.
- b. You acknowledge and understand that by accepting this Agreement You also accept to be bound and comply with:
 - i. The Registry Policies, as amended from time to time, set forth by the Registry Operator in charge of the TLDs you are registering. "**Registry Policies**" refers to the terms and conditions in the initial launch and General Registration Period of the relevant Registry, including without limitation any standards, policies, specifications, procedures, guidelines, practices, programs or criteria approved by the relevant Registry in accordance with their arrangement with ICANN, now or in the future. **Appendix 1** of this Registration Agreement refers to these Registry Policies. You are aware that Registries may update the content and/or URL for their Registry Policies and are responsible for monitoring them on a regular basis; and
 - ii. All Public Interest Commitments as set forth in Specification 11 to the relevant TLD Registry Agreement, as amended from time to time (all TLD Registry Agreements are available at

<https://www.icann.org/resources/pages/registries/registries-agreements-en>); and

- iii. All community registration policies as set forth in Specification 12 to the relevant TLD Registry Agreement, as amended from time-to-time (all TLD Registry Agreements are available at <https://www.icann.org/resources/pages/registries/registries-agreements-en>).
- c. You must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
- d. This Agreement shall not be effective and binding to both parties until and if accepted by Us. The registration of the domain name shall imply Our acceptance of the Agreement.

3. DEFINITIONS

In this Registration Agreement (“**Agreement**”):

- a. “**Registrant**”, “**You**” and “**Your**” refers to the individual or entity who is entering into this Agreement and wishes to register a domain name using the registration services provided by COREhub as offered through **[Insert name of CORE-hub member/partner here]**.
- b. “**COREhub**”, “**We**”, “**Us**” and “**Our**” refers to COREhub S.R.L.U, with domicile in C/ Gran Via de les Corts Catalanes 452, Atic-2a, 08015 Barcelona, a registrar accredited by ICANN to provide registration services through **[Insert name of CORE-hub member/partner here]**.
- c. “**Supported TLDs**” refers to the Top-Level Domains with the suffixes referred to in *Appendix 1*.
- d. “**[Insert name of CORE-hub member/partner here]**” refers to the COREhub reseller through which your application is processed (“**Reseller**”). **[NOTE to Partners: “Partner” here can be defined and referred to either as “Reseller” or by their own name. In the latter case, all the “Resellers” that follow must be replaced by the proper name. Also, Partner is free to put this Agreement in their own format without changing any of the actual content of the Agreement.]**

- e. Any reference to a “**Registry**” or “**Registry Operator**” shall refer to the entity responsible for operating the registry for the top-level domain (“**TLD**”) where the domain name You apply for is to be registered.

4. MODIFICATIONS TO THIS AGREEMENT

- a. You acknowledge that the practice of registering and administering domain names is constantly evolving. Therefore, You agree that We may need to modify this Agreement, as is necessary to comply with the requirements of ICANN and/or the Registries. We may, in Our sole discretion, elect to discontinue offering registrations or renewals of some or all TLDs by providing a previous reasonable notice, in which case You would be offered the opportunity that your domain name registration is transferred to another registrar.
- b. All amendments to this Agreement will be posted on COREhub website at <http://corehub.net/registrationagreement/>. You will be notified of any material amendment to this Agreement through email or other reasonable means.
- c. Registry Policies referred to in *Appendix 1* of this Agreement, as well as the URL where they are currently located, may also be modified by the relevant Registry. You are responsible for monitoring such Policies in the relevant Registry’s site on a regular basis.
- d. Your continued use of the domain name registered through Our Registration Services will constitute Your acceptance of this Agreement and of the applicable Registry Policies and any revisions. If You do not agree to any change, You may request that your domain name registration is canceled or transferred to a different accredited registrar. You agree that such cancellation or request for transfer will be Your exclusive remedy if You do not wish to abide by any change to this Agreement or to the applicable Registry Policies.

5. MANAGING A DOMAIN NAME

- a. By applying to register a domain name, or by asking Us to maintain or renew a domain name registration, You agree that neither the registration of the domain name nor the manner in which it is intended to be used infringes (i) this Agreement; (ii) applicable Registry Policies; (iii) any applicable Law; or (iv) otherwise violates any third-party rights.
- b. You agree and acknowledge that it is Your responsibility to determine whether Your domain name registration and use infringe the Law or violates someone else's rights,

including, but not limited to, whether any foreign language translations of your domain name infringe or violate someone else's rights.

- c. You agree that the domain name shall be in accordance with the syntax norms established by ICANN and/or the relevant Registry, and shall not consist of any of the reserved names established by the Registry Operator. You acknowledge that a domain name registered against the syntax norms, the reserved names, or the Registry Policies may be cancelled without a refund. We will not be liable in any case for such cancellation.
- d. We cannot guarantee that You will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of Your application. You agree that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry system, the timestamp shown in the Registry system records shall control.
- e. You acknowledge and agree that registration of Your chosen domain name does not confer immunity from objection to the registration or use of the domain name.

6. ADDITIONAL PUBLIC INTEREST COMMITMENTS

- a. If You collect and maintain sensitive health and financial data You agree to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
- b. With respect to TLD strings associated to highly-regulated sectors with closed entry requirements in multiple jurisdictions as defined in [ANNEX 2 of ICANN NGPC Resolution No. 2014.02.05.NG01](#), including health and fitness (.pharmacy, .surgery, .dentist, .dds, .hospital, .medical, .doctor), financial (.bank, .banque, .creditunion, .creditcard, .insurance, .ira, .lifeinsurance, .mutualfunds, .mutuelle, .vermogensberater, and .versicherung, .autoinsurance, .carinsurance) gambling (.bet, .bingo, .lotto, .poker, .spreadbetting, .casino), charity (.charity and IDN Chinese equivalent) education (.university), professional services (.abogado, .attorney, .cpa, .dentist, .dds, .lawyer, .doctor), and corporate identifiers (.corp, .gmbh, .inc, .llc, .llp, .ltda, .ltd, .sarl, .srl, .sal), you additionally represent and agree to the following:
 - i. You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Registry TLD string of Your chosen domain name/s.
 - ii. You agree to report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for

participation in the sector associated with the TLD string of Your domain name/s in order to ensure You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

7. FEES

As consideration for the registration services regulated in this Agreement You agree to pay Reseller the applicable fees prior to the desired domain registration, transfer, or any renewal thereof. Fees are non-refundable even if Your domain name is suspended, canceled or transferred to another registrar prior to the end of Your current registration term. These fees have been set by the Reseller. Thus, any question in relation to any of these fees, must be addressed to the Reseller directly.

8. ACCURACY OF YOUR CONTACT INFORMATION

- a. You agree to provide all the required information of the domain name being registered as well as complete, accurate and reliable contact details from persons or entities associated with domain name records as required by the registration process, including:
 - i. Your full name, postal address, e-mail address, voice telephone number, and (where available) fax number;
 - ii. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the registered name;
 - iii. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the registered name;
 - iv. The full name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the registered name; and
 - v. Any alternative data element required by ICANN and/or the relevant Registry in relation to a particular TLD, in which case the alternative required data elements shall replace and supersede the above-referred data with respect to that particular TLD.

All data referred to in this Section shall be jointly referred to as "**Contact Information**". Providing Contact Information is mandatory in order to register a domain name.

- b. During the term of the domain name registration, You shall immediately correct and update the Contact Information. The Contact Information may be used for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.
- c. You acknowledge that a breach of this Section will constitute a material breach of this Agreement, which will entitle us, the Reseller and the relevant Registry Operator, at our sole discretion, to immediately terminate this Agreement and/or temporarily suspend Your domain name without any refund.

9. DATA PROTECTION NOTICE

- a. Your Contact Information is collected and will be held and processed for the purposes of providing the registration services requested by You and on Your behalf. You acknowledge that Your Contact Information will be:
 - i. Transmitted to the relevant Registry. This transfer is necessary for the domain name to be registered within the relevant Registry. The Registry will only use your data to provide registry services, as required by ICANN. Appendix 1 of this Registration Agreement refers to the Registries operating each Supported TLD;
 - ii. Publicly available through the Whois database service, where the Contact Information can be consulted, on a query-by-query basis, by anybody with access to the Internet;
 - iii. Included and kept in Our databases for the provision of the registration services regulated in this Agreement; and
 - iv. Transmitted to Iron Mountain, a reputable escrow agent mutually approved by COREhub and ICANN, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement with Iron Mountain is released, ICANN or its assignee shall have a non-exclusive irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide registrar services.

- b. Additionally, Your Contact Information may be made available to ICANN for inspection, if ICANN requests so. It may also be used for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.
- c. Furthermore, subject to the Policies implemented by ICANN, We may need to provide third-party bulk access to your Contact Information for commercial purposes. Prior to providing third party bulk access to your Contact Information We will obtain an agreement in writing from such party by which it commits not to use the Contact Information (i) to allow, enable, or otherwise support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (ii) to enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.
- d. COREhub will not process the Contact Information in a manner incompatible with these purposes. COREhub will take reasonable precautions to protect the Contact Information from loss, misuse, unauthorized access or disclosure, alteration or destruction, as well as undertaking any other security measure required by applicable Law.
- e. By accepting this Agreement, You expressly consent to the use, copying, distribution, publication, modification and other processing and transferring of your Contact Information in a manner consistent with the purposes specified above and with relevant mandatory local data protection and privacy laws.
- f. You may request a copy of Your Contact Information in Our possession to review, modify or update it by sending Us an email to support@corehub.net.
- g. With respect to third-party individuals whose personal data You may provide Us with, You represent and warrant that You have informed such third-party individuals of the intended uses and recipients of their personal data, of how can they access and, if necessary, modify the data We hold about them. You also represent and guarantee that You have obtained from such third party individuals the corresponding consent to process their personal data according to this Registration Agreement.

10. RENEWAL

- a. You are solely responsible for ensuring the domain name is renewed. If You fail to renew Your domain name in a timely fashion, Your Registration will expire, Your rights to such domain name will terminate and the domain will be disabled so it no longer resolves on the Internet.
- b. Once your registration has expired, the Reseller will only permit You to redeem a deleted registration during the Redemption Grace Period if such Redemption Grace Period is offered by the respective Registry. Additional costs for the redemption and re-registration will apply, in accordance with the price list published in the Reseller's website.
- c. We and the Reseller shall have no liability to You or any third party in connection with the renewal or any attempt to renew the domain name as described herein, including but not limited to any failure or errors in renewing, or attempting to renew the domain name. This limitation of liability is in addition to any other limitations of liability set forth in this Agreement.

11. CHANGE OF REGISTRANT

- a. You designate **[Insert name of CORE-hub member/partner here]** as your Designated Agent, thus explicitly authorizing **[Insert name of CORE-hub member/partner here]** to approve any change of registrant which is requested to COREhub on your behalf. Any revocation of this designation must be sent in writing to support@corehub.net and may automatically lead to the termination of this Agreement.
- b. You explicitly opt out of the 60-day inter-registrar transfer lock following to any change of registrant request which is sent to COREhub on your behalf.

12. POLICY OF USE

- a. In this Agreement by "use," "usage" or "using" Your domain name, we mean any use involving the Internet, including, but not limited to, website(s) and/or any pages thereof resolving at Your domain, either directly or indirectly (including redirection, framing, pop-up windows/browsers, linking, etc.) and email distribution and/or reception.
- b. You agree that the domain name registered through COREhub will be used in compliance with (i) this Agreement, as amended from time to time (ii) any applicable Registry Policies; (iii) applicable statute, rule or law governing use of the Internet

and/or electronic commerce (specifically including “phishing,” “pharming,” and/or distributing Internet viruses and other destructive activities).

- c. You must abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
- d. You will take reasonable steps to avoid misrepresenting or falsely implying that You or Your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.
- e. You are responsible for the usage of your domain at all times during the period of Your registration. If you allow another person to use Your registered domain name and that person has not entered into a Registration Agreement with Us, You may be liable for wrongful use of Your domain name by the third party.
- f. You may not use Your domain for the following types of activity:
 - i. Violating the privacy or publicity rights of another member of the global financial services community or any other person or entity, or breaching any duty of confidentiality that You owe to any third party;
 - ii. Promoting or engaging in hate speech, hate crime, terrorism, violence against people, animals, or property, or intolerance of or against any protected class;
 - iii. Promoting or engaging in defamatory, harassing, abusive or otherwise objectionable behavior;
 - iv. Engaging in behavior that is anti-competitive boycotts or otherwise violates anti-trust laws;
 - v. Promoting or engaging in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - vi. Promoting or engaging in any money laundering or terrorist financing activity;
 - vii. Infringing on the intellectual property rights of third parties;
 - viii. Engaging in activities designed to impersonate any third party or create a likelihood of confusion in sponsorship;

- ix. Distributing or installing any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware.
- g. All .bank domains must be used to serve the needs of the global banking community. In using Your .bank domain, You may not use Your domain for any purposes prohibited by the laws of the jurisdiction(s) in which You do business or any other applicable law. The use of Your .bank domain name must respect all the provisions in this Clause 12. In addition, You may not use Your .bank domain for the following types of activity or purposes:
- i. Engaging in any activity purpose prohibited by the bank's charter or license; or
 - ii. Promoting or engaging in pornography; or
 - iii. Interfering with the operation of .bank gTLD or services offered by the .bank Registry Operator; or
 - iv. Disseminating content that contains false or deceptive language, or unsubstantiated or comparative claims, regarding the .bank Registry Operator; or
 - v. Licensing your domain to any third party during the period of Your registration.
 - vi. In addition, You acknowledge and agree that proxy registrations are prohibited for all gTLDs operated by the .bank Registry Operator.

13. DISPUTE RESOLUTION

- a. Any disputes regarding registration or use of your domain name will be subject to the applicable domain name dispute resolution Policy and the Dispute Policy procedures established by the relevant Registry and/or mandated by ICANN, including but not limited to (i) [\[Link to http://www.icann.org/en/help/dndr/udrp\]](http://www.icann.org/en/help/dndr/udrp) (“UDRP”); and (ii) [ICANN's Uniform Rapid Suspension Policy \[Link to http://newgtlds.icann.org/en/applicants/urs\]](http://newgtlds.icann.org/en/applicants/urs) (“URS”) in those TLDs where the application of these policies is mandatory.
- b. Notwithstanding anything in this Agreement to the contrary, the Registry Operator for each COREhub Supported TLD (referred to in **Appendix 1**) is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this

Agreement acknowledge and agree that the third party beneficiary rights of each Registry Operator have vested and that the Registry Operators have relied on their third party beneficiary rights under this Agreement in agreeing to COREhub being a registrar of the TLD they operate. Additionally, the third party beneficiary rights of the Registry Operators shall survive any termination or expiration of this Agreement.

14. RESERVATION OF RIGHT TO DENY, SUSPEND, CANCEL AND TRANSFER YOUR DOMAIN NAME

- a. Without prejudice to Our rights of termination, We expressly reserve the right, in our sole discretion, to deny, suspend, cancel and/or transfer Your domain name registration if:
 - i. You willfully provide inaccurate or unreliable Contact Information, or intentionally or negligently fail to promptly update it;
 - ii. You fail to follow the policies of use mandated by ICANN and/or the relevant Registry Policies;
 - iii. You engage in distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law;
 - iv. You fail to respond for over fifteen (15) days to inquiries by Reseller and/or Us concerning the accuracy of Contact Information associated with your domain name or another incidence associated to your domain name;
 - v. You or third parties reasonably appear to be engaging in illegal activity in the registration or use of the domain name;
 - vi. You use the domain name to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet;
 - vii. The domain name reasonably appears to be infringing upon or otherwise violate the rights of third parties;
 - viii. You engage in a conduct that may reasonably put Us in breach of any applicable Law, governing authority, Registry Regulation, public policy or third party agreement; and/or

- ix. Law enforcement, a Court of Justice or another relevant authority requests that We do so.
- b. You acknowledge and agree that your domain name registration may be denied, canceled, suspended and/or transferred pursuant to any ICANN adopted specification or Registry Policy or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification:
- c. to correct mistakes by Us, the Reseller and/or the Registry Operator in registering the name, including but not limited to, the cancellation within forty five (45) days from registration of your domain name when its registration has taken place as a result of a previous erroneous cancellation; or
- d. for the resolution of disputes concerning the domain name. For example, We and the Registry Operator reserve the right to put your domain name on hold during resolution of a UDRP or URS dispute.
- e. You acknowledge and agree that the relevant Registry Operator also reserves the right to deny, suspend, modify the status, cancel and/or transfer any registration that it deems necessary, in its discretion, (i) to protect the integrity, security, and stability or the Registry; (ii) to comply with all applicable laws, government rules
- f. or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions of this Agreement.

15. TERM

This Agreement will remain in effect during the term of your domain name registration as selected, recorded and paid for at the time of registration or any renewal thereof. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

16. LIMITATION OF LIABILITY

- a. You accept that, to the extent permitted by Law, We shall not be liable to You for any direct or indirect or consequential loss or damage of any kind (including but not limited to loss of profit, goodwill, business opportunity or anticipated saving) suffered due to:

- i. Any loss of registration of a domain name for whatever reason not due to our negligence or willful misconduct;
 - ii. Interruptions, access delays, system errors, omissions, or failures in our registration system;
 - iii. Non-delivery or misdelivery of data between You and Us; or Us and the Registries;
 - iv. Interruptions or failures of hosting and/or other services not provided by Us, or other events beyond our reasonable control;
 - v. Change of Registry and/or ICANN Policies;
 - vi. Events produced pursuant to the instructions received from the Registry Operators and/or ICANN;
 - vii. Suspension, cancellation or lose of registration or control -temporarily or definitely- of a domain name registered through COREhub:
 1. 1) In accordance with this Agreement; or
 2. 2) Connected with a decision of the Registry; or
 3. 3) Due to Registry's negligence or Registry's insolvency;
 - viii. Non-renewal of a domain name because You did not successfully renew prior to the expiration of the then current term;
 - ix. Renewal of a domain name when You have not cancelled it in the appropriate timeframe;
 - x. Any other events beyond our reasonable control, or not due to our negligence or willful misconduct.
- b. To the extent permitted by Law, in no event shall Our entire liability for any and all damages, however caused and on any theory of liability, and Your exclusive remedy arising out of this Agreement, exceed the amounts effectively paid by You to Reseller or to Us for the Registration Services pursuant to this Agreement.
- c. You acknowledge that We are not part of any terms or conditions that Reseller may have established in connection with the payment of the domain names. In accord

with this, We will not be responsible for any action or omission that Reseller may take in order to obtain complete payment of the amounts due.

17. INDEMNITY

- a. You shall indemnify and hold harmless the Registry Operator, the Reseller and Us (COREhub), and our respective directors, affiliates, officers, directors, agents, partners, employees, attorneys and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand, whether in court or not, arising out of or related to
 - i. Your domain name registration and/or use thereof;
 - ii. Your breach or violation of any term, condition, representation or warranty of this Agreement; or
 - iii. Your violation of any rights of others.
- b. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

18. NOTICE

- a. All notices or other communications in connection with this Agreement given by You to Us (COREhub) shall be in writing and sent by registered mail or by email to the following address:

COREHUB S.R.L.U.

Attention: Amadeu Abril i Abril

C/ Gran Via de les Corts Catalanes 452, Atic-2a, 08015 Barcelona

legal@corehub.net

- b. All notices or other communications in connection with this Agreement given by COREhub to You shall be in writing and sent by registered mail or by email to the address published in the Whois database.

19. EFFECTS OF TERMINATION

- a. In the absence of Extenuating Circumstances (as defined below), Your domain name shall be deleted within forty-five (45) days of the termination of this Agreement.

- b. For the purposes of this Agreement, “**Extenuating Circumstances**” are: (i) UDRP action, (ii) a valid court order, (iii) failure of Our renewal process (which does not include Your failure to respond), (iv) the domain name is used by a nameserver that provides DNS service to third parties, (v) You are subject to bankruptcy proceedings, (vi) payment dispute (where You claim to have paid for a renewal, or a discrepancy in the amount paid), (vii) billing dispute, (viii) domain name subject to litigation in a court of competent jurisdiction, or other circumstance as specifically approved by ICANN and/or the relevant Registries.

20. APPLICABLE LAW AND JURISDICTION

- a. To the extent permitted by Law, this Agreement shall be governed by the laws of the Kingdom Spain.
- b. You agree that if there is a dispute in connection with the use of the domain name, the competent Courts will be the Courts of Barcelona, where Our registered domicile is. If this provision shall be held to be illegal, invalid or unenforceable, the competent Courts will be those of Your domicile, as indicated in the Whois database at the time of the submission of the claim.

APPENDIX 1 of the Registration Agreement: REGISTRY POLICIES

A list of the Supported TLDs, their Registry Operators, and their Policies is available at [INSERT LINK to the Partner's webpage where the relevant Registry Policies are published or linked to. If you wish you can link here: <http://corehub.net/registripolicies/>].

_____ [end of Registration Agreement] _____

APPENDIX B

SUPPORTED TLDS - REGISTRY POLICIES

A list of the Supported TLDs, their Registry Operators, and their Policies is available on the COREhub website (currently at <http://www.corehub.net/RegistryPolicies>).

APPENDIX C

EXPIRATION NOTICES (only applies to gTLDs)

1. COREhub may send expiration notices directly to the Registrant contact and the domain administrative contact according to **COREhub Sending Schedule, i.e.;**
 - a. First Pre-Expiration Notice: may be sent by COREhub **thirty (30) days** before expiration;
 - a. Second Pre-Expiration Notice: may be sent by COREhub **seven (7) days** before expiration;
 - b. Post-Expiration Notice: may be sent by COREhub **five (5) days** after expiration.

unless COREhub receives copy of such notifications being directly sent by the Partner in accordance with the following schedule:

 - d. First Pre-Expiration Notice: must be sent by Partner (or Partner's Reseller) *at least* **thirty-one (31) days** before expiration;
 - c. Second Pre-Expiration Notice: must be sent by Partner (or Partner's Reseller) between **ten (10)** and **eight (8) days** before expiration;
 - d. Post-Expiration Notice: must be sent by Partner (or Partner's Reseller) within four (4) days after the expiration of the registration.
2. All the notifications sent by Partner (or its Resellers) under Section 1 d., e., and f. above will be written (at least) in English and will be sent by email to the Registrant contact and to the domain's administrative contact, **with (blind) copy to errp@corehub.net**. In addition, these notifications must include the following x-headers:

Required Notice	E-mail x-header
1st ERRP Pre-Expiration Notice Required (31 days before expiration)	x-errp: 39 mydomain.tld pre-expiration-1
2nd ERRP Expiration Notice Required (8 days before expiration)	x-errp: 39 mydomain.tld pre-expiration-2
Post-Expiration Notice (4 days after expiration)	x-errp: 39 mydomain.tld post-expiration

where <mydomain.tld> is the domain name (about to expire or having expired) referred to in the email message.