

.cx REGISTRY CONNECTION AGREEMENT

Version: 2.1 | May 15th, 2016

Hereinafter referred to as the “Agreement”

between: COCCA REGISTRY SERVICES (NZ) LIMITED, a New Zealand company with offices at 4a – 36 College Hill Road, Freemans Bay, Auckland, hereafter referred to as CoCCA

and: _____,

hereafter referred to as Registrar.

DEFINITIONS

In this Agreement except where the context requires otherwise:

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 Registry.

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

cxDA is the entity the IANA records as the cx ccTLD Sponsoring Organization, the entity responsible for the correct and efficient operation of the .cx domain name space.

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

.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 CoCCA does or arranges for Registrar.

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

ARTICLE 1
REPRESENTATIONS AND WARRANTIES

- 1) CoCCA represents and warrants to Registrar that subject to the .cx policies and the terms of this Agreement CoCCA will:
 - a) provide Registrar with the same level of access to the registry systems that the registry permits to all registrars who have entered into a **CXDA REGISTRAR AUTHORISATION AGREEMENT**;
 - b) maintain a register that at a minimum complies with the technical standards required for DNS resolution, EPP, WHOIS, DNSSEC and Escrow that the Internet Corporation for Assigned Names and Numbers (ICANN) requires of gTLD registries.
 - c) enable Registrar to register and maintain a domain name for which it is the registrar chosen by the registrant;
 - d) maintain the registrations of domain names for which Registrar is the registrar chosen by the registrant for the period for which the charges required under this Agreement have been paid for as long as CoCCA is legally permitted to do so;
 - e) use people with sufficient technical training, experience and skills to respond to and fix all problems associated with the register;
 - f) take all reasonable precautions to protect data against: loss or unauthorized access or use, disclosure or other misuse;
 - g) exercise CoCCA's responsibilities in a fair, open, transparent, and timely manner.

- 2) CoCCA represents and warrants to Registrar that CoCCA is a corporation duly organized, validly existing and in good standing under the laws of New Zealand and that CoCCA has all requisite power and authority to enter into and duly execute and deliver this Agreement.

- 3) Subject to .cx policies and the terms of this agreement, Registrar represents and warrants that:
 - a) all information provided to CoCCA is accurate and complete and that the Registrar has the authority to enter into this Agreement;
 - b) excluding publicly accessible services (such as WHOIS), the Registrar will access the registry for the sole purpose of managing the domain names for which the Registrar is the designated registrar;
 - c) comply with all the legal and customary requirements for being a registrar, including but not limited to Registrar's obligations under this Agreement and **CXDA REGISTRAR AUTHORISATION AGREEMENT**;
 - d) comply with all CoCCA policies, directions, and instructions concerning access to the register and use of the Registrar's interface with the register;
 - e) take all such reasonable steps within the Registrar's power to prevent access to the registry systems from being used to send unsolicited communications to registrants, with the exception of registrants who have authorised such communications;
 - f) utilize people with an appropriate level of training, experience, and skill to respond to and fix all technical problems concerning Registrar's use of the register and all links connected to it;
 - g) provide a reliable daily data backup and archive of all registration data;
 - h) provide information requested by CoCCA regarding Registrar's obligations under

- this Agreement within 14 days;
- i) comply with all relevant legislation;
 - j) maintain all records relating to Registrant's transactions, correspondence and communications with CoCCA for a period of not less than 3 years;
 - k) establish and maintain security procedures to prevent malicious or accidental disruption of Registrant's or CoCCA's operations including loss of data, wrongful access, misuse, or unauthorized disclosure of information;
 - l) notify CoCCA immediately where the security of Registrant's identification and/or register access identifier is compromised;
 - m) advise us immediately if Registrant or any one of Registrant's officers:
 - i) are adjudicated bankrupt;
 - ii) have a receiver appointed for any of Registrar's assets;
 - iii) go into liquidation;
 - iv) are convicted of an offence involving: dishonesty, fraud, misuse of funds.
 - n) establish procedures that enable registrants to transfer to a new registrar without interruption in the use of their domain name and follow the .cx policies set by the cxDA regarding that topic;
 - o) keep CoCCA protected and indemnify CoCCA against any legal action taken against CoCCA because of the receipt or use of CoCCA services by Registrar or any third party associated with Registrar including any resellers;
- 4) Registrar may offer .cx domain names to third parties and resellers through its own platforms or via EPP gateways.
- 5) Registrar represents and warrants to CoCCA that Registrar is a corporation duly organized, validly existing and in good standing and has all requisite power and authority to enter into and duly execute and deliver this Agreement.

ARTICLE 2 GENERAL PROVISIONS

2.1 PAYMENT

Registrar agrees to pay for the services provided by CoCCA through use of Registrar's identification and/or log-on information, whether Registrar has authorized that use or not. Unless otherwise mutually agreed, CoCCA requires payment in advance.

When CoCCA receives an advance payment, Registrar is entitled to use the deposit for registry transactions for the duration of the Agreement. Transaction fees are fixed *at the price in effect at the time CoCCA generates an invoice or payment is made online via the portal.*

Subject to the inflation clause below, Registrar is entitled to register and renew .cx domains at the maximum discounted rate of USD 2.50 (exclusive of GST) provided a minimum advance payment of USD 250,000 has been received.

CoCCA may, at its sole discretion, increase the registry transaction fees once in a calendar year, on a 90 days' notice, provided the increase is no greater than the consumer price inflation rate published by the Reserve Bank of Australia at <http://www.rba.gov.au/> or 8% (whichever is the lesser).

2.2 PROTECTING CoCCA SYSTEMS

If, in the opinion of CoCCA, the integrity of its systems and databases is at risk,

CoCCA may suspend Registrar access to the register. Registrar's access to the register may be renewed at CoCCA's sole discretion. CoCCA may require Registrar to test Registrar's interface in a test environment to CoCCA's satisfaction before allowing access to resume.

2.3 REGISTER IS AUTHORITATIVE

For all purposes the details shown in the register shall be treated as correct and as the authoritative record.

2.4 LAW & JURISDICTION APPLYING TO THIS AGREEMENT

Unless otherwise agreed 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:

2.4.1 these terms shall be governed by and interpreted in accordance with New Zealand law;

2.4.2 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;

2.4.3 except as otherwise stated, Registrant may take action against CoCCA only in a New Zealand court;

2.5 ASSIGNMENT OF RESPONSIBILITIES

CoCCA may assign this Agreement to a third party in whole or in part, while retaining the benefit of all indemnification provisions contained within the Agreement. CoCCA will notify the Registrar of any such assignment. Registrar may assign this Agreement subject to the consent of CoCCA – such consent shall not be unreasonably withheld.

2.6 EACH CLAUSE SEPARATELY BINDING

Each clause of every agreement Registrar has or may have with CoCCA is separately binding.

2.7 TERM AND TERMINATION

2.7.1 The term of this Agreement will start on the date that both parties sign the Agreement and shall continue until May 1, 2026 unless terminated earlier in accordance with this Agreement. This Agreement will automatically roll over for subsequent one year terms on its expiry May 1, 2026.

2.7.2 Registrar may, at any time, by giving 30 days' written notice to CoCCA, terminate this Agreement without cause.

2.7.3 Either party may terminate this Agreement by giving 30 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 and such breach or default has not been cured or is incapable of cure.

2.7.4 Upon termination of this Agreement, Registrar shall take all actions necessary to safeguard the rights of the registrants for whom Registrar acts; and

- (a) cease to hold Registrar out as one of CoCCA's registrars; and
- (b) immediately discontinue acting as a registrar; and
- (c) (where termination is by Registrar) arrange for the transfer of registered domain names for which Registrar is the designated registrar to new registrar(s) and the notification of this to each registrant for whom Registrar acts; and
- (d) (where termination is by CoCCA) Registrar agrees CoCCA has the right to direct Registrar to transfer all registered domain names for which Registrar is the designated registrar, to other CoCCA registrars in line with CoCCA policy; and
- (e) work co-operatively with all persons CoCCA say are involved in transfers of registered domain names for which Registrar is the designated registrar to other registrars.

2.7.5 Upon Termination of this Agreement by CoCCA, CoCCA shall return any unused funds held on deposit to Registrar.

2.7.5 Termination of the cxDa REGISTRAR AUTHORISATION AGREEMENT means this .cx CONNECTION AGREEMENT is terminated.

Signed for and on Behalf of

CoCCA Registry Services (NZ) Limited

Signed for and on Behalf of

Name:

Title:

Name:

Title: