



Registrant Agreement

21 Jan 2014

Version 1.0

Dot Kiwi Limited

Note: while Registrars may require Registrants to agree to certain Registrar-specific Terms & Conditions, subject to applicable law, the substance of the terms of this Registrant Agreement as set out below must be fully incorporated in any agreement entered into by and between a Registrar and Registrant for the registration and/or renewal of a domain name in the .kiwi top-level domain. Registrars may only amend the terms and conditions set forth herein to the extent necessary to comply with local laws and other applicable conditions affecting this Agreement.

This Registrant Agreement (the "Agreement") is entered into by and between the domain name Registrant ("Registrant") and _____ (the "Registrar") relating to domain name services including, but not limited to, the registration, renewal, transfer, or deletion of a domain name in the .kiwi top-level domain (".kiwi") Registry ("the Registry").

This Registrant Agreement is part of the Registry Policies, which form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety the obligations and responsibilities with regard to any domain name registration.

Terms and Conditions

1. By applying to register or renew a domain name in this Registry (hereinafter referred to as an "Application") or by registering one or more domain name(s), the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of this Agreement, as well as the other documents in the Registry Policies.

The most recent Registry Policies apply to any and all domain name applications, domain names, and domain name registrations in this Registry and explain the terms, conditions, rights, and obligations between the Registry, the Registrar, and the Registrant. Those parts of the Registry Policies that are not part of the text of this Agreement are incorporated into this Agreement by this reference.

The Registry may, in its sole discretion, modify the Registry Policies from time to time with ninety (90) days prior written notice.. The Registry shall post the current version of the Registry Policies on the Registry's website.

The Registrant's continued registration and/or use of a domain name following the date the most current version of the Registry Policies is posted to the Registry's webpage, which shall be the effective date, constitutes the Registrant's acceptance of such revised Registry Policies. In the event that the Registrant does not wish to be bound by the revised Registry Policies, the Registrant's sole remedy is to cancel the registration of any domain name covered by the Registry Policies, by following the appropriate Registry and/or Registrar Policies regarding such cancellation.

2. **Registration Fee.** The Registrant shall pay to the ICANN-accredited Registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited Registrar. Payment of the Registration Fee shall be made in accordance with the requirements of the accredited Registrar, and the Registry Policies are effective at the time of submission of such application or at the time of payment, whichever

is earlier. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It is the responsibility of the accredited Registrar to pay a separate registration fee to the Registry in connection with such domain name application, and the Registry is not bound to accept any application until such separate Registrar Registration Fee is paid. The Registry will not refund any Registration Fee or other fee to the Registrant in the event of non-performance by any such Registrar; the Registry disclaims any and all liability for any losses incurred as a result of any Registrar non-performance including where a third party may obtain registration of a domain name for which an Application has been submitted.

3. **Term and Renewal Term.** The Registrant's exclusive registration of the domain name shall continue for the term specified in the accepted application (the "Term"), subject to the Registry's and/or Registrar's right to suspend or terminate the domain name pursuant to this Agreement and the Registry Policies, which are incorporated herein by reference. Domain name Registrations may be made for an annual term of between one (1) and ten (10) years.

4. **Registrant Information.** The Registrant shall ensure that the information submitted by or on behalf of the Registrant to the Registrar in connection with registration of the domain name or otherwise ("Registrant Information"), will, throughout the Term, comply with the Registry Policies as may be in effect from time to time and will remain true, current, complete, accurate, and reliable. The Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by immediately making such changes in their account at the Sponsoring Registrar. The Registry reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the domain name if: (i) information provided by the Registrant to the Registrar and/or Registry appears, in the Registry's sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and/or keep the Registrant Information true, current, complete, accurate, and reliable. In such a circumstance, the Registry may, in its sole discretion, with the cooperation of the sponsoring Registrar, suspend the Registrant's domain name(s) upon the Registry's receipt of knowledge that such information is deficient. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle the Registry to terminate this Agreement, resulting in suspension and/or deletion of the domain name, immediately upon such breach without any refund of the Registration Fee and without any obligation of notice to the Registrant.
 - A. The Registrant acknowledges and agrees that all personal information about the Registrant which is supplied to the Registry and/or an accredited Registrar may be publicly available to third parties via a public "Whois" service, as required by ICANN and as allowed by applicable laws.

 - B. Registrants must provide all contact information as required by the ICANN-accredited Registrar. Providing true, current, complete, and accurate contact information is an absolute condition of registration of a domain name within the TLD. If any Registrant Information provided during registration or subsequent

modification to that information is false, inaccurate, or misleading or conceals or omits pertinent information, the Registry may terminate, suspend, place on hold, or cancel the domain name registration of any Registrant without notification and without refund to the Registrant.

- C. The Registrant is responsible for responding in a timely fashion to communications from a Registrar or the Registry regarding any domain name registered by or on behalf of the Registrant.
 - D. The Registry retains the irrevocable right, but expressly disclaims any obligation, in its sole discretion, to monitor and/or scan any content published or sent under a domain name registered in the Registry, including where such content involves an intrusion or causes modification of Registry or other data, providing such scanning is for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry, or content which is illegal. The Registry may delegate this right to its agents, representatives, successors, and assigns or choose not to exercise the right.
5. **Registrant's Agents.** The Registrant understands, acknowledges, and agrees that by using the domain name, the Registrant accepts the terms and conditions of and is bound by this Agreement (including the Registry Policies incorporated into this Agreement), even if an agent (such as an Internet service provider, domain name retailer, domain name reseller, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not itself read this Agreement and/or the Registry Policies. Further, the Registrant understands, acknowledges and agrees that it is responsible for all information submitted by its agent. The Registry may, but will not be bound to, cancel this Agreement due to any errors or omissions by the Registrant's agent in the registration process or thereafter (e.g., if such agent provides incorrect Registrant Information), as the agent's apparent authority will be deemed actual authority and will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registry that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the Registry Policies incorporated into this Agreement).
6. **Scope of Registration.** On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry of the separate Registrar registration fee, and after acceptance of the application, the Registrant will be entitled to a limited license for the exclusive use of the applied-for domain name which, in the event of sale, assignment, sublicense, or otherwise, the registration and use of the domain name shall at all times be subject to continuing compliance with the terms of this Agreement and the Registry Policies, for the duration of the Term. However, the Registrant may not sublicense, use, display, exploit, or register a domain name in any manner which, in the sole discretion of the Registry or its delegate, may constitute illegal activity or cause or permit any contravention or violation of the Registry Policies, whether or not in connection with the registered domain

name. In the event of any assignment, sub-license or similar transaction, the Registrant remains responsible for complying with all terms and conditions of this Agreement, and accepts liability for any harm caused by such sublicensor or third party's use of the domain name in contravention of this Agreement or the Registry Policies. The Registrant acknowledges that a breach of this Section by the Registrant and/or its agent, assignee, sub-licensor, or any other third party, will constitute a material breach of this Agreement, which will entitle the Registry to terminate this Agreement or take such other action as it deems necessary or desirable, without any refund of the Registration Fee, at the Registry's sole discretion. Further, in the event of such termination, the Registry or Registrar may, in such party's sole discretion, refuse registration of domain names by Registrant or discontinue services with respect to the Registrant's domain name or any other domain name which, in the sole discretion of the Registry or its delegate, it deems to be related, including but not limited to other domain names registered by the same Registrant and/or agent. In case of such refusal or discontinuation without cause ("cause" being defined as dishonouring any payment made to an accredited Registrar and/or the Registry or any violation of the Registry Policies), neither the Registry nor an accredited Registrar shall be liable for any loss, damage, or other injury whatsoever, including but not limited to economic or consequential loss and/or damages, resulting from the Registry's or the accredited Registrar's refusal to register, or decision to discontinue services for, the Registrant's domain name, including to the extent permitted by applicable law in cases of negligence.

7. **Registrant Representations and Warranties.** The Registrant represents, warrants, and covenants that:
- A. the Registrant understands that registration entitles the Registrant only to a limited license for the use of the domain name(s) for the Term, subject to compliance with this Agreement, the Registry Policies and other applicable rules and laws, including those concerning trademarks and other types of intellectual property rights, as these may now exist or be revised from time to time. Registrant agrees to be bound and abide by any ICANN Consensus Policies including, but not limited to, the Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension ("URS"), as now in effect and as may be adopted and/or amended at any time and from time to time;
 - B. neither the registration of the domain name, nor the manner in which it is to be directly or indirectly used by the Registrant or otherwise, will or may infringe the legal rights or intellectual property rights of a third party;
 - C. the Registrant will use or display the domain name in accordance with the laws, rules, and regulations of any applicable national, state, territorial, or international or other laws, rules, and regulations, and ICANN Consensus Policies, and will not use the domain name in any way which violates or may violate a right of the Registry or any third party;

- D. any violation of these Registry Policies may result in lock, suspension, or termination of the domain name in question or other domain names the Registrant may have registered in the TLD, in the Registry's sole discretion;
- E. the information provided by the Registrant is true, complete and accurate, and the Registrant will update said information in a timely manner if it changes;
- F. the Registrant is either: (a) an identifiable human individual over the 18 years of age or otherwise recognized as being able to enter into a legally-binding contract under applicable law; or, (b) a properly described and legally-recognized entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company for which the Registrant has legally binding authority to enter into this Agreement and the Registry Policies;
- G. the Registrant will not, directly or indirectly, through registration or use of the domain name or otherwise:
 - i. register a domain name for the purpose of unlawfully diverting trade from another business or website;
 - ii. registering a domain name as a blocking registration against a name or mark in which a third party has rights;
 - iii. registering a domain name for the purpose of unfairly disrupting the business of a third party;
 - iv. deliberately register as a domain name misspellings of another person or entity's personal, company or brand name(s) or confusingly similar domain name(s) in order to pass-off or trade on the business, goodwill or reputation of another, or otherwise infringe upon a third party's intellectual property rights;
 - v. grant or purport to grant a security interest or other encumbrance on or over the domain name unless: such security interest or other encumbrance does not exceed the rights of the Registrant in the domain name as limited by this Agreement, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose or purport to impose obligations on the Registry beyond the obligations owed by the Registry to the Registrant in the absence of such a security interest or encumbrance;
- H. the Registrant meets, and will continue to meet for the whole of the Term, any and all eligibility criteria prescribed in the Registry Policies for registering and using the domain name;

- I. the Registrant will maintain the Registrant Information provided pursuant to the requirements of this Agreement;
 - J. the Registrant has not previously submitted an Application for registration of a domain name for the same character string where:
 - i. the Registrant is relying on the same eligibility criteria for both domain name Applications; and
 - ii. the domain name application has previously been rejected;
 - K. any content, material, email, or webpage, contained on any Uniform Resource Locator ("URL"), website, or webpage accessing, utilizing, or accessed by means of the domain name, complies with the Acceptable Use Policy, whether incorporated directly into, forwarded, or framed by means of the domain name or otherwise;
 - L. the Registrant has not relied upon any representation or promise which does not appear in this Agreement;
 - M. the Registrant's use of the domain name and of any webpage, email, or URL accessed by or utilizing the domain name will comply with the requirements of the Acceptable Use Policy.
8. **Breach and Cure.** Failure of a Registrant to abide by any provision of this Agreement and all other Registry Policies will be considered a material breach. In the event of such material breach, the Registry may in its sole discretion, with the cooperation of the sponsoring Registrar, suspend, lock, modify, or transfer the domain name and/or may provide written (which may be by email) notice to the Registrant describing the material breach. In any event, where the Registry gives notice, by way of the accredited Registrar, to the Registrant, that there is a breach, the Registrant shall rectify, cure, or refute within thirty (30) days. In the event a breach is not rectified, cured, or refuted by the Registrant to Registry's sole satisfaction within the thirty (30) day period, the Registry may cancel or otherwise modify the Registrant's registration of and license to use the domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be waived in the event that the Registry did not act earlier in response to the specific breach, or any other breach, by Registrant. In the event of a breach which, in the sole discretion of the Registry or the sponsoring Registrar, causes or is likely to cause immediate harm to the public interest or the Registry, or which violates or is likely to violate any applicable law or regulation, then an accredited Registrar and/or the Registry may, with the cooperation of the sponsoring Registrar, modify, suspend, transfer, or terminate services to the Registrant without written notice; the modification, suspension, transfer, or termination of services constituting notice to Registrant that such a breach has occurred. See below for important limitations on the liability of the Registry and accredited Registrars with regard to acts by such parties under this Section.

The Registry may delegate authority to:

- A. investigate any breach or potential breach of the Registry Policies; and
- B. take action to cure or sanction any breach or potential breach of the Registry Policies, including the authority to immediately suspend or transfer use of a domain name upon detection by a service provider or notification, e.g., from an Internet security agency, that the domain name may contain malicious software or otherwise violates the Acceptable Use Policy.

In such circumstances, neither the Registry, the sponsoring Registrar, nor their respective employees, directors, officers, affiliates, representatives, delegates, shareholders, agents, successors, and/or assigns nor any external service provider or Internet security agency triggering the suspension or transfer shall be liable to the Registrant or any other person on account of any service disruption or loss, irrespective of the nature of that loss.

9. **Disputes Between Registrants.** The Registrant acknowledges that the Registry cannot, and does not, screen or otherwise review any Application to verify that the Registrant has the legal right to use a particular character string as or in a domain name, or that the Registrant will not infringe the rights of a third party. In the event that any third party disputes the Registrant's legal right to use, display, exploit, or register the domain name in any fashion, including allegations that infringing material is displayed on or forwarded, including via the use of frames, to a website which is resolved via the domain name or that the registration or use of the domain name itself infringes the third party's rights, the Registrant shall act in accordance with and agree to be bound by the ICANN-mandated URS, UDPR, applicable ICANN Consensus Policies, and the Registry's CRS and DRS. The Registrant will be solely liable in the event that the Registrant's use of the domain name constitutes an infringement or other violation of a third party's rights.
10. **Indemnity.** The Registrant shall indemnify and hold harmless the Registry, Registrar, and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns, and attorneys (the "Registry Related Parties") from and against any and all claims made by third parties against the Registrant or Registry Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers or attorneys' fees, which fees shall be determined on a full indemnity basis (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party), and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of domain name registration or other services, or the domain name itself, including the Registrant's use, display, exploitation, or registration of the domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning

the Registrant's indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, transfer, or modification of the domain name registration services and any such termination, suspension, transfer, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise.

11. DISCLAIMER AND LIMITATION OF LIABILITY. THE REGISTRANT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE RELATING TO THE USE, SUSPENSION, TERMINATION OR THE INABILITY TO USE THE DOMAIN NAME OR IN ANY OTHER WAY RELATED TO THE DOMAIN NAME, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING IN THE CASE OF NEGLIGENCE BY THE REGISTRY AND/OR REGISTRY RELATED PARTIES), OR OTHERWISE. THE REGISTRY'S LIABILITY FOR ANY BREACH OF A CONDITION OR WARRANTY IMPLIED BY ANY OF THE REGISTRY POLICIES, INCLUDING THE NAMING POLICY, ACCEPTABLE USE POLICY, REGISTRANT AGREEMENT, PRIVACY & WHOIS POLICY, COMPLAINT RESOLUTION SERVICE, DISPUTE RESOLUTION SERVICE, AND/OR THE REGISTRY-REGISTRAR AGREEMENT SHALL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE TO ONE OF THE FOLLOWING (AS THE REGISTRY MAY DETERMINE IN ITS SOLE DISCRETION:

- A. SUPPLYING THE DOMAIN NAME AGAIN; OR
- B. PAYING THE REASONABLE COST INCURRED OF HAVING THE SERVICES SUPPLIED AGAIN.

ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING," DENIAL OF SERVICE ATTACK, VIRUS, WORM, OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN NAME OR SERVICES RELATED TO THE DOMAIN NAME. IN THE EVENT THAT THE REGISTRY OR A REGISTRY RELATED PARTY TAKES ACTION WITH RESPECT TO A REGISTRY DOMAIN NAME PURSUANT TO THE REGISTRY POLICIES, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY THE REGISTRY AND/OR A REGISTRY RELATED PARTY, BY OR THROUGH THE REGISTRY COMPLAINT RESOLUTION SERVICE OR DISPUTE RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND/OR REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH

CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE DOMAIN NAME OR, AT THE SOLE DISCRETION OF THE REGISTRY, A REFUND OF THE REGISTRATION FEE, RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM) OR REDEMPTION FEE, WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT.

IN ADDITION, THE REGISTRY AND/OR REGISTRY RELATED PARTIES ARE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, TELECOMMUNICATION FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE REGISTRY TOP-LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY OR REGISTRY RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR THE REGISTRY OR REGISTRY RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE OF ANY TIME SHALL BE, AT THE SOLE DISCRETION OF THE REGISTRY OR THE REGISTRY RELATED PARTIES, THE RESUPPLY OF THE DOMAIN NAME OR A REFUND OF THE REGISTRATION FEE, REDEMPTION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO THE REGISTRY OR REGISTRY RELATED PARTIES BY THE REGISTRANT.

12. **Notices.** Notices to the Registry shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., DHL) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

Dot Kiwi Limited
PO Box 8207
Symonds Street
Auckland
New Zealand

Notices mailed by official mail shall be deemed delivered on signed receipt.

Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable receipted commercial courier service (e.g., DHL) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the Registry or its agent such as a Registry Related Party, by email or fax to the Registrant's email address or

fax number as recorded in the Whois; such notice to be deemed delivered upon transmission.

13. **Governing Law/Forum Selection.** For all disputes in which the Registry may be or is a party, this Registrant Agreement shall be exclusively governed by and construed in accordance with the laws of New Zealand and applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrant hereby irrevocably consents to the exclusive jurisdiction of the Courts of New Zealand, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the domain name, this Agreement, or Registry Policies. The exclusive venue for such action shall be the Courts of New Zealand. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the Registry, disputes not involving the Registry as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between an accredited Registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the sponsoring Registrar); provided, however, that no such separate agreement may modify or waive either the Registry's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in the Courts of New Zealand for disputes in which the Registry is or may be a party, as described above.
14. **Ownership of Information and Data.** Subject to any limitations of the privacy laws of New Zealand, Registrant agrees and acknowledges that the Registry and/or any Registry delegate shall own all database, compilation, collective, and similar rights, title, and interests worldwide in any domain name database(s) and all information and derivative works generated from the domain name database(s), and that such domain name database may include, without limitation, any information supplied by Registrant or by the Registry that appears or should appear in the Whois or similar information repositories, and any other information generated or obtained in connection with providing domain name registration services.
15. **Severability.** If any provision of this Agreement or the Registry Policies is held invalid, unenforceable, or void, the remainder of the Agreement or the Registry Policies, as applicable, shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of the Registrar, Registry, and Registrant in executing this Agreement.
16. **No Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

17. **Full Integration.** This Agreement, as it may be modified from time to time with ninety (90) days written notice as provided for herein, together with the Registry Policies, as they may be modified from time to time with ninety (90) days written notice, expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and Registrar for the benefit of the Registry relating to the domain name. No prior or contemporaneous written, oral, and/or electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and the Registry relating to the domain name. Additional agreements, if any, may be entered into between the Registrant and Registrar relating to domain name services provided by such Registrar, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement, neither may such an additional agreement impose any obligation upon the Registry without the Registry's express prior written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.
18. **Written Agreement.** This Agreement constitutes a written agreement between the Registrant and Registrar for the benefit of the Registry even though the Registrant's Application may be dispatched electronically, and even though the Registry may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.
19. **Assignment.** The parties agree that the Registry may assign, sub-assign, transfer, sell, license, or sub-license its rights and obligations under this Agreement or any portion thereof to a third party without prior written notice to the Registrant.
20. **Survival of Obligations.** The parties agree that clauses 6 (Scope of Registration), 7 (Registrant Representations and Warranties), 8 (Breach and Cure), 9 (Disputes Between Registrants), 10 (Indemnity), 11 (DISCLAIMER AND LIMITATION OF LIABILITY), 12 (Notices), 13 (Governing Law/Forum Selection), 14 (Ownership of Information and Data), and 15 (Severability) shall survive the expiry or termination of this Agreement.
21. **Headings:** The headings of sections contained in this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this agreement, or have any effect on its interpretation or construction
22. **Third Party Beneficiary.** The Registry is an intended third party beneficiary of this Agreement with rights to enforce its terms. The Registrant agrees to cooperate with the Registry or Registrar in Agreement compliance-related matters.

THIS AGREEMENT IS AND THE REGISTRY POLICIES ARE EFFECTIVE AND BINDING AS OF THE TIME OF SUBMISSION, BY THE REGISTRANT, AN APPLICATION FOR A DOMAIN NAME OR AT THE TIME OF PAYMENT, WHICHEVER IS EARLIER.