Domain Name Registration Agreement

This Domain Name Registration Agreement (the "**Agreement**") is executed by and between Limited Liability Company MagtiCom, Identification Number: 204876606 (hereinafter referred to as the "**Registrar**") and the registrant who submitted the Electronic Application (hereinafter referred to as the "**Registrant**").

The Registrant and Registrar are collectively referred to as the "Parties" and individually as the "Party".

Whereas, the Registrar provides Registration Services to the registrants;

Whereas, the Registrant has submitted to the Registrar the Electronic Application for registering the Domain Name, which meets the terms of the Domain Regulation and the Registrant wishes to acquire the Registration Services from the Registrar;

Whereas, in accordance with the Domain Regulation the Registrar has confirmed the Electronic Application submitted by the Registrant and undertakes to provide Registration Services to the Registrant pursuant to this Agreement;

Whereas, the Registrar has read, understands and agrees to the Domain Regulation and Privacy Policy, which constitutes an integral part of this Agreement;

Whereas, in accordance with the Domain Regulation the Parties wish to hereby agree on the terms and conditions for providing Registration Services.

Therefore, the Parties agree as follows:

1. Definitions and Interpretation

1.1. The terms used in this Agreement have the meanings assigned to them in this Agreement and in the Domain Regulation.

1.2. The following terms, if the context does not otherwise require have the following meaning:

1.2.1. "**Agreement**" means the present Domain Name Registration Agreement with all its annexes, including the Domain Regulation, Privacy Policy and Electronic Application;

1.2.2. "**Domain Name**" for the purposes of this Agreement means the Domain Name(s) specified in the Electronic Application of the Registrant;

1.2.3. "**Domain Regulation**" means .GE Domain Registration and Administration Rules which is approved by the .GE county code Top Level Domain Registry Caucasus Online LLC and serves as mandatory standard provisions regulating the legal relations between the Registry and Registrars, the Registrars and Registrants as well as between the Registry and Registrants, including their existing rights and performance of obligations. The Domain Regulation is incorporated herein by reference and made a part hereof. The version of the Domain Regulation currently in effect can be found at: www.nic.ge;

1.2.4. "**Electronic Application**" means an application form approved by the Registrar in accordance with the Domain Regulation and published on its web-page, which is used by the Registrant to submit electronic request to the Registrar for registering the Domain Name;

1.2.5. "**Privacy Policy**" means a legal document which describes how the Registrar processes personal information of the Registrant in accordance with the laws of Georgia and Domain Regulation. The Privacy Policy constitutes integral part of this Agreement;

1.2.6. "**Registration Fee**" has the meaning set forth in Section 4.1 of this Agreement;
1.2.7. "**Registration Renewal Fee**" has the meaning set forth in Section 4.2 of this Agreement;

2. Subject of the Agreement

2.1. The Registrar undertakes to provide to the Registrant Registration Services for the Domain Name(s) indicated in the Electronic Application.
2.2. Upon registration of the Domain Name, the Registrant obtains a limited, transferable, renewable, exclusive right to use the Domain Name for the term and in accordance with the conditions as provided in this Agreement and in the Domain Regulation.
2.3. Obligation of the Registrar to provide Registration Services as set forth in Section 2.1 arises after the Registrant pays the Registration Fee in accordance with Section 4.1.

3. Term of the Agreement

3.1. This Agreement enters into force from the moment when the Registrant submits the Electronic Application and pays the Registration Fee in accordance with Section 4.1 and is valid for the period of 1 (one) year.
3.2. The term of this Agreement shall be automatically renewed for the period of 1 (one) year in case the Registrant pays the Domain Name Registration Renewal Fee for the next registration term before the expiration of the term of this Agreement. The same condition applies to each following term.

4. Registration Fee and Terms of Payment

4.1. As consideration for the registration of the Domain Name and provision of the Registration Services for the period of 1 (one) calendar year the Registrant shall pay to the Registrar the registration fee the amount of which is published on the web-page of the Registrar www.magticom.ge on the date of submission of the Electronic Application (hereinafter the "**Registration Fee**").
4.2. The fee for the renewal of the registration of the Domain Name for the next period is published on the web-page of the Registrar www.magticom.ge on the date of submission of the Electronic Application (hereinafter the "**Registration Renewal Fee**").
4.3. In case the Registrant wishes to automatically renew the term of this Agreement the Registrant shall pay the Registration Renewal Fee as indicated in Section 4.2 before the expiration of the term of this Agreement.

5. The Rights and Obligations of the Parties

5.1. The Registrant is entitled to:
(i) request from the Registrar fulfillment of its obligations under this Agreement and the Domain Regulation.
5.2. The Registrant is obliged to:
(i) read and abide by the Domain Regulation and relevant instructions (if any) published on the following web page: www.nic.ge;
(ii) duly pay the Registration Fee and Registration Renewal Fee (if any);
(iii) provide to the Registrar necessary information for the renewal of the registration data;

(iv) a) submit additional information to the Registrar if such information is requested by the Registrar in accordance with the Domain Regulation and b) if the Registrar becomes aware of any kind of noncompliance with governing law, legal instrument or infringement of rights of third parties, block, disconnect or otherwise make inaccessible web-page linked to specific Domain Name or data or information resource placed on this web-page;

(v) fulfill its obligations under this Agreement and Domain Regulation in good faith;

(vi) use the Domain Name in such a way that does not infringes the legal rights of third parties, governing law or any legal instrument.

(vii) In the event it is a legal person, pay additional fee in accordance with section 7.4.2 of Domain Regulation upon Registrar's request.

5.3. The Registrar is entitled to:

(i) request from the Registrant fulfillment of its obligations under this Agreement and the Domain Regulation.

(ii) at any time request from the registrant any other additional documents, which Registrar considers necessary, including powers of attorneys, corporate, grant of right and consent documents, which unambiguously identify it as an entity and confirm as well expressed will from Registrant to execute present Agreement and to be bound by its provisions.

5.4. The Registrar is obliged to:

(i) provide to the Registrant the Registration Services in accordance with the Domain Regulation and this Agreement;

(ii) ensure timely update of the registration data based on the information provided by the Registrant.

6. Representations and Warranties of the Parties

6.1. The Registrant represents and warrants that:

(i) information provided in the Electronic Application is true, correct and it has full powers (including representative powers) to execute present Agreement and to be bound by its provisions;

(ii) the e-mail address indicated in the contact information is valid;

(iii) the Registrant has obtained all necessary permits and consent from the Administrative Contact Person, Technical Contact Person, Billing Contact Person (if any) for the following activities which includes but is not limited to the use of their contact information for the purposes of the Domain Name registration and fulfillment of the requirements of the Domain Regulation;

(iv) the Registrant has full right to use the Domain Name;

(v) the Registrant meets all necessary requirements for registering the Domain Name, including the requirements provided in Section 3.3 of the Domain Regulation concerning General Domain Names (if any);

(vi) the registration and use of the Domain Name, to the knowledge of the Registrant, does not and will not infringe any legal act, governing law or the legal rights of third parties.

6.2. The Registrar represents and warrants that:

(i) the Registrar has all relevant rights to execute this Agreement and fulfil its obligations;

(ii) the delivery and performance of this Agreement by the Registrar a) does not violate or contradicts with or will not cause breach of any obligations under the agreement to which the Registrar is a party; b) does not breach the governing law.

7. The Responsibilities of the Parties

7.1 In case of an unlawful use of the Domain Name by the Registrant, including the infringement of the rights of third parties by such use, the Registrant shall compensate all incurred expenses and/or damages as it is provided in the Domain Regulation.

7.2 The Registrant acknowledges and agrees that undue fulfillment of the provisions of Section 6.1 and 5.2 of this Agreement by the Registrant may result in the termination of the Domain Name registration and legal ground for claiming damages (if any) from the Registrar.

8. Grounds for Termination of the Agreement

8.1. This Agreement may be terminated based on the following grounds:

8.1.1. Agreement of the Parties;

8.1.2. Expiration of the term of the Agreement;

8.1.3. As provided in Section 7.2 of this Agreement;

8.1.4. Other grounds as provided by the laws of Georgia and/or the Domain Regulation.

8.2 In case this Agreement is terminated pursuant to Section 8.1.3 the Registrant is not entitled to request a refund of the Registration Fee.

9. Governing Law

9.1. This Agreement and the relations between the Registrant and Registrar shall be governed and construed in accordance with the laws of Georgia.

9.2. Dispute between the Parties arising out of or in connection with the Agreement, shall settled by means of negotiations. In case the Parties are unable to reach an agreement, the dispute shall be finally settled by the Courts of Georgia in accordance with the laws of Georgia.

10. Alternative Dispute Resolution Rules

10.1 In the event that the Domain Name is registered, the Registrant agrees to be bound by the Uniform Domain Name Dispute Resolution Mechanism (the "**UDRP**") including any applicable Rules and Supplemental Rules, which is incorporated herein by reference and made a part hereof. The version of the UDRP currently in effect can be found at: http://www.wipo.int/amc/en/domains/cctld/ge/index.html.

10.2 The Registrant agrees that disputes in accordance with UDRP shall be resolved by WIPO Arbitration and Mediation Center. The Language of the Proceeding shall be English.

11. Personal Data Processing

11.1. The Registrant hereby consents that the Registrar has right to process personal information of the Registrant in accordance with the laws of Georgia and Privacy Policy.

11.2. The Registrant shall also procure the Registrar to process personal data of Administrative Contact Person, Technical Contact Person, Billing Contact Person (if any) of the Registrant in accordance with laws of Georgia and Privacy Policy.

11.3. The Registrant hereby consents that the Registrar is entitled to transfer personal information of the Registrant to the Registry.

11.4. The Registrant shall, within 2 business days upon the Registrar's request to present permits and consents as stipulated in section 6.1 (iii).

12. Other Terms of the Agreement

12.1. All notices and other communications under this Agreement must be in writing and will be deemed to have been duly delivered when sent to the Registrant or Administrative Contact Person to the e-mail address as indicated in the Electronic Application, as it may be updated by the Registrant pursuant to this Agreement.

12.2. The Registrar is entitled to unilaterally amend this Agreement including the payment provisions set forth in Sections 4.1 and 4.2 in accordance with the Domain Regulation, by sending a written notice to the Registrant and by publishing the amendments on its web-page www.magticom.ge one month prior to the entry into force of such amendments.

12.3. The Agreement is executed in Georgian and English languages having equal legal force.

12.4. Invalidity of any provision of this Agreement or any part of it will not affect validity of the entire Agreement.

12.5. The headings are used for convenience only and shall not affect the construction of the Agreement.