

This **DOMAIN NAME REGISTRATION AGREEMENT** no. Reg. no./2015
is agreed and concluded in Ljubljana between

Akademsko in raziskovalna mreža Slovenije, Tehnološki park 18, 1000 Ljubljana, Slovenia
Registration number: 5618100,
VAT ID no.: SI65799739,
represented by Director Marko Bonač MSc
(hereinafter: **Arnes**)

and

Name, address, city, country
Registration number:
VAT ID no.:
represented by representative, representative's title
(hereinafter: the **Registrar**)

hereinafter each also a contracting party, collectively the contracting parties,

with the following content:

1. PREAMBLE

1.1 **Arnes** is a public institution founded through the Decree on the establishment of the public institute "Academic and Research Network of Slovenia" (OG RS no. 23/92), which was superseded by the Decision on the establishment of the public institute "Academic and Research Network of Slovenia" (OG RS no. 38/02 and 65/05). One of the activities performed by **Arnes** is the registration of domain names under the top level domain .si

and the administration of the root DNS (Domain Name System) server for the top level domain .si. Activities of the registry under the top level domain .si are not public services.

- 1.2 The **Registrar** is a legal or natural person that on the basis of this Agreement carries out the registration of domain names on behalf of and for the account of applicants or domain name holders.

2. CONSTITUENT PARTS OF THE AGREEMENT

- 2.1 The contracting parties agree that the constituent parts of the Agreement shall include:

- 2.1.1 General terms and conditions for registration of domain names under the top level domain .si (hereinafter: **General Terms and Conditions**);
- 2.1.2 The rules administrative domain name dispute resolution procedure (hereinafter: **ARDS Rules**);
- 2.1.3 Rules for the use of the WHOIS search service (hereinafter: **WHOIS Rules**);
- 2.1.4 Arnes Rules on Personal Data Protection;
- 2.1.5 Arnes price list for services related to domain name transactions (hereinafter: **Price list**);

All of the listed documents are published and publicly accessible on the Arnes website. If there are differences between the provisions of the Agreement and the documents listed in points 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5, the most recent provisions shall apply.

- 2.2 The Registrar explicitly declares that it is aware of its rights and obligations arising from the documents from point 2.1 of this Agreement, and undertakes to inform all third parties with which it comes into contact in the process of carrying out domain name transactions of the contents of the documents from point 2.1 of this Agreement.
- 2.3 The contracting parties agree that all changes and amendments to the documents from point 2.1 of this Agreement shall become constituent parts hereof and shall legally create rights and obligations for both contracting parties starting 30 days from the day that such change or amendment is published in the place stated in point 2.1 of this Agreement.
- 2.4 If the Registrar does not agree with the rights and obligations arising from changes or amendments to the documents from point 2.1 of this Agreement, it may withdraw from this Agreement with a written statement sent to Arnes by registered mail within 30 days

starting from the day that such change or amendment is published in the place stated in point 2.1 of this Agreement. In such case the notice period shall be 15 days and this Agreement shall cease to be in force after the expiry of the notice period.

2.5 If the Registrar does not withdraw from the Agreement under the conditions of point 2.4 hereof, but the change or amendment to the documents from point 2.1 of this Agreement dictates a change or amendment to this Agreement, it shall be obliged to conclude an annex with Arnes within 30 days, pursuant to point 11.8. If it fails to conclude an annex within the stated deadline, it shall be deemed to have withdrawn from the Agreement pursuant to point 2.4.

2.6 Arnes draws up the rules for the registration of domain names under .si in cooperation with the local internet community in Slovenia and in accordance with international recommendations.

3. DEFINITION OF TERMS

3.1 All terms defined in the General terms and Conditions shall have the same meaning in this Agreement, unless another meaning can be clearly and unambiguously derived from the text.

4. SUBJECT OF THE AGREEMENT

4.1 By signing this Agreement and paying the amount from point 9.1 hereunder the Registrar shall acquire the right on behalf of Applicants or Holders to mediate requests for domain name transactions under the top level domain .si.

4.2 The contracting parties agree that by signing this Agreement Arnes shall not transfer to the Registrar the performance of registry activities under the top level domain .si nor the management of the root DNS (Domain Name System) server for the top level domain .si.

4.3 The right of the Registrar from point 4.1 hereof is individual and non-transferable, and the Registrar may not transfer it to third parties. The transfer of rights from point 4.1 hereof shall not include the transfer of the customer portfolio of an individual Registrar to another Registrar, as defined in point 9.2 of the General Terms and Conditions.

- 4.4 The contracting parties agree that the Registrar shall not acquire the right hereunder to use Arnes' name or logo.

5. THE ROLE OF THE REGISTRAR

- 5.1 The Registrar shall fulfil all of its obligations hereunder with due diligence, in accordance with the rules of the profession and good business practices, and shall carry out all of its business activities such that it shall protect the interests of its customers to the largest extent possible.
- 5.2 The Registrar shall advise third parties with which it enters into a business relationship regarding domain name transactions and carry out the requested domain name transactions on their behalf.
- 5.3 The Registrar shall contractually define all business relationships with its customers, whereby the contract entered into between the Registrar and its customer shall be concluded in such form as to allow later determination of its content.

6. BASIC REQUIREMENTS FOR THE REGISTRAR

- 6.1 The Registrar must satisfy the following requirements throughout the duration of this Agreement:
- 6.1.1 The Registrar must be registered to carry out the business activity of registration in the corresponding register at the relevant authority and must satisfy all other conditions for carrying out such activity pursuant to applicable laws, regulations and this Agreement;
- 6.1.2 The Registrar must have its own domain name registered under .si and an active website which it shall keep up to date;
- 6.1.3 The Registrar shall send Arnes an up-to-date URL for its website on which it advertises domain registration services under the top level domain .si. Arnes shall be entitled to place a link to that URL on its website;
- 6.1.4 Links to the documents listed in point 2.1 hereof must be posted in a visible location on the Registrar's website, as well as the Registrar's price list and a warning regarding the concluding of distance contracts as required by consumer protection laws;

6.1.5 The Registrar must have adequate technical knowledge and technical conditions for communication via the established system for registration of domain names.

6.2 If the Registrar fails to satisfy any of the requirements from point 6.1 hereof after Arnes has sent a written warning and extended the Registrar an 8-day deadline to rectify the breaches, Arnes may withdraw from this Agreement with a written statement and without notice.

7. CONTACT PERSONS

7.1 In Appendix 1 to this Agreement, the contracting parties define the contact persons authorised to coordinate cooperation pursuant to this Agreement, but are not authorised to amend its content.

7.2 The Registrar shall ensure that the data on the contact persons are always correct and up to date.

8. DOMAIN NAME TRANSACTIONS

8.1 The Registrar shall relay requests for domain name transactions based on orders from third parties with which it has entered into a business relationship through the domain name registration system.

8.2 The Registrar is obliged to send requests for domain name transactions to Arnes in the same order in which it receives them.

8.3 Before the Registrar sends a request for a domain name transaction, it is obliged to:

8.3.1 inform the person for whom it will relay the request of his/her rights and obligations pursuant to the documents from point 2.1 of this Agreement;

8.3.2 in particular warn the person for whom it will relay the request of the possibility of deletion of the domain name as set out in the General Terms and Conditions;

8.3.3 check the identity of the person for whom it will relay the request, whereby the contracting parties agree that for checking identity personal or personal equivalent electronic identification of the individual shall not be required, but it shall be sufficient that the Registrar use reasonable electronic resources and

procedures which enable the unambiguous identification of the individual and prevent abuse when verifying identity;

- 8.3.4 check whether the person for whom it will relay the request or the domain name satisfy the conditions set out in the General Terms and Conditions for individual domain name transactions;
- 8.3.5 obtain consent from the person for whom it will relay the request for the collection, processing and management of personal and other data necessary for administering the domain name system under the top level domain .si and for the purposes of the operation of WHOIS search as defined in the General Terms and Conditions;
- 8.3.6 obtain consent from the person for whom it will relay the request for the export of their personal data in the form of making it accessible through the internet to the extent required in the General Terms and Conditions;
- 8.3.7 obtain consent from the person for whom it will relay the request for alternative resolution of domain name disputes and for the ARDS Rules of Procedure.

8.4 When it is clear via the domain name registration system that an individual domain name transaction has been executed or rejected, the Registrar is obliged to inform the person for whom it mediated the request in an agreed and standard manner within no more than 3 working days.

8.5 The price for each domain name transaction shall be set out in the current Price List.

9. PAYMENTS

9.1 The Registrar shall pay an affiliation fee to Arnes' bank account no. 01100-6030345406 (full account information in Appendix 2) within 8 days of the day this Agreement is signed, which shall be a one-time non-refundable payment, and an initial deposit, both in the amount defined in Appendix 2. The affiliation fee shall be paid directly on the basis of an invoice, while for the initial deposit Arnes will issue the Registrar a proforma invoice within 8 days of receipt of payment. With the initial deposit, the Registrar will make funds available on its account, from which Arnes will subtract the price of executed domain name transactions. The initial deposit shall not bear interest, owing to which the Registrar shall waive any claim against Arnes relating to the initial deposit.

9.2 The contracting parties agree that each subsequent deposit in the account may not be less than the minimum amount of the Registrar's deposit defined in Appendix 2. For each

individual deposit, Arnes shall issue the Registrar a proforma invoice within 8 days of receipt of payment.

- 9.3 Domain name transactions may not be executed unless the balance on the Registrar's account after the transaction is at least equal to the minimum bank account balance defined in Appendix 2.
- 9.4 Arnes shall issue the Registrar an invoice for all domain name transactions executed in the preceding month no later than the 8th day of an individual month. Transactions shall be classified in the invoice according to individual types (registrations, renewals etc.).
- 9.5 The contracting parties agree that the Registrar's obligation to pay for an individual domain name transaction shall not depend on whether the Registrar has received payment from the person for whom it mediated the request for domain name transaction.
- 9.6 The Registrar shall within 1 year of the signing of this Agreement and in each subsequent year execute transactions in a minimum total value of the initial deposit pursuant to point 9.1. If the total value of the transactions in 1 year fails to reach the amount of the initial deposit, the unused portion of the initial deposit shall be ceded to Arnes, and the Registrar shall be obliged to redeposit the initial deposit in its entirety pursuant to point 9.1.
- 9.7 Within 30 days of the cessation of this Agreement and when all obligations have been settled, Arnes shall reimburse the Registrar for the remaining funds on the Registrar's account.

10. TECHNICAL REQUIREMENTS

- 10.1 The domain name registration procedure is automatic. The Registrar must execute all transactions in accordance with the prescribed procedures, which Arnes prescribes on the basis of international recommendations.
- 10.2 Arnes shall be entitled to change the procedures from point 10.1 hereof at any time. Arnes shall inform the Registrar of any such change no later than 30 days before the changed procedures enter into effect, and shall also provide all technical information necessary for the implementation of the changed procedures.

- 10.3 If a change to the procedures from point 10.1 of this Agreement is urgent, Arnes may make the change effective within a shorter time period. Arnes shall also be obliged to notify the Registrar about the changes via the contact email address in Appendix 1 to this Agreement.
- 10.4 The Registrar shall be obliged to provide with due diligence a suitable means of communication with the domain name registration system and shall be obliged to ensure that it does not overload the Arnes network and threaten the stability of the domain name registration system.
- 10.5 In the case of breaches of the Registrar's obligations which threaten the integrity or security of the domain name registration system, Arnes shall be entitled to block the Registrar's access to the Domain Name Server for a period of 14 days without prior notice. In the case of repeated breaches Arnes may withdraw from this Agreement with a written statement without prior notice and without a notice period.

11. DURATION OF THE AGREEMENT AND CESSATION OF THE AGREEMENT

- 11.1 This Agreement is concluded for the limited time of one year and after the expiry of that period shall be extended each time for one year, unless either of the contracting parties states in a written statement to the other contracting party no less than 15 days before the expiry of a one-year period that it does not intend to extend the Agreement, whereby Arnes must in such statement state its grounds for the termination of the Agreement. The contracting parties agree that grounds for the termination of the Agreement include in particular the Registrar's opposition to a change in the Agreement or its constituent parts as proposed by Arnes during the period that the Agreement is in effect.
- 11.2 This Agreement shall cease to be in effect if Arnes for any reason ceases to carry out the business activity from point 1.1 of this Agreement.
- 11.3 Unless otherwise set-out in this Agreement, the non-breaching contracting party may void this Agreement with a written statement and withdraw from this Agreement without notice if the contracting party that breaches this Agreement fails to rectify the breach or fails to rectify its consequences even after a written notification of the breach and an appeal to rectify the breach or its consequences, and after the expiry of the reasonable deadline that was defined in the notification and may not be less than 3 days.

- 11.4 Regardless of the provision of point 11.3 hereof, Arnes may withdraw from this Agreement with a written statement and without notice in the case of serious or repeated breaches of the contractual obligations on the part of the Registrar.
- 11.5 Arnes shall be entitled to withdraw from this Agreement with a written statement and without notice if composition or bankruptcy proceedings are initiated against the Registrar.
- 11.6 The Registrar undertakes to notify all of its customers without delay about the cessation of this Agreement and the consequences of cessation.
- 11.7 Arnes shall in no case of cessation of this Agreement be liable for any damages incurred by the Registrar due to cessation of the Agreement, unless the cessation occurred due to a deliberate breach of contractual obligations by Arnes.
- 11.8 The contracting parties agree that this Agreement may be amended by agreement between both contracting parties only in the same form as it was concluded, with an explicit statement that an amendment to this Agreement is being made. Other changes or amendments hereto shall be deemed non-existent.

12. ARNES' LIABILITY AND WARRANTIES

- 12.1 Arnes hereby guarantees that as the national registry for the top level domain .si it will act in accordance with international recommendations in the area of domain name registration and ensure the quality of its services.
- 12.2 Arnes shall not be liable for any damages, indirect or direct, incurred by the Registrar in connection with domain name transactions or the use of domain names under the top level domain .si or in connection with the use of Arnes' software tools or websites, nor for any damage incurred due to technical difficulties in connection with the domain name registration system.

13. PERSONAL DATA PROTECTION

- 13.1 The Registrar undertakes to collect all personal data of persons for whom it submits a request for domain name transaction in accordance with the provisions of the law regulating personal data protection. To that end it shall conclude suitable agreements with

such persons and obtain the necessary consent in the prescribed or agreed form allowing the comprehensive use of holders' personal data for the purposes and to the extent determined in the General Terms and Conditions.

13.2 The Registrar shall notify the persons for whom it submits a request for domain name transaction in the prescribed manner about all rights and obligations in connection with the collection, processing and protection of personal data. The legal consequences of any breach of the stated obligations shall be borne in their entirety by the Registrar and Arnes shall not be liable in that respect.

13.3 The Registrar shall collect and share personal data in a manner which ensures the credibility and integrity of the personal data at all times. To that end the Registrar shall provide adequate and effective procedures and measures in order to verify the identity of the persons for whom it submits a request for domain name transaction. The Registrar undertakes to protect personal data at least at the level prescribed by the Rules on Personal Data Protection from point 2.1.4 of this Agreement.

13.4 In the case of the breach of the provisions on protection of privacy and personal data protection, Arnes shall be entitled to withdraw from this Agreement with a written statement, without prior notice and without a notice period.

13.5 Arnes undertakes to protect the personal data of holders of domain names in accordance with the law regulating personal data protection and the General Terms and Conditions.

13.6 The purpose of the collection and processing of personal data is defined in the General Terms and Conditions. A more detailed method of procedures and measures for personal data protection is set out in Rules on Personal Data Protection from point 2.1.4 of this Agreement.

14. PROTECTION OF TRADE SECRETS

14.1 The contracting parties undertake to treat all data and information exchanged on the basis of this Agreement which one of the contracting parties indicates as confidential or for which it follows from their content that they represent a trade secret as a trade secret of the highest level and undertake to carry out all reasonably necessary and possible measures to prevent access to them by third parties.

15. TRANSITIONAL AND FINAL PROVISIONS

15.1 If the contracting parties are unable to amicably resolve a dispute arising from or in connection with this Agreement, the court with subject-matter jurisdiction in Ljubljana shall be competent to decide on the dispute.

15.2 This Agreement shall enter into force on the day it is signed by both contracting parties.

15.3 This Agreement is executed in four identical copies, of which each contracting party shall receive two.

Arnes

Marko Bonač MSc, Director

Ljubljana, _____

_____, _____

APPENDIX 1 – CONTACT PERSONS

administrative contact person:

technical contact person:

contact person for invoice payment:

APPENDIX 2 – FINANCIAL REQUIREMENTS FOR THE REGISTRAR

REQUIREMENTS	Amount in EUR
Affiliation fee (Art. 9.1)*	500
Initial deposit by Registrar (Art. 9.1 and 9.6)	1,229.50
Minimum deposit by Registrar to fill account (Art. 9.2)	200
Minimum balance on Registrar's account (Art. 9.3)	0

* The amount stated does not include VAT.

Name and address of the Bank:

Banka Slovenije

Slovenska cesta 35

1505 Ljubljana, Slovenia

SWIFT/BIC code: BSLJSI2X

IBAN/Account number: SI56011006030345406

Account in the name of:

ARNES

Tehnološki park 18

1000 Ljubljana, Slovenia