

AGREEMENT with Registrar

The present Agreement is concluded on the ____ of _____, 20__, by and between «Kazakhstan Network Information Centre», located at the 47/2, Ilyasheva Street, Semey, Abay region, 180000, Kazakhstan (hereinafter referred to as «KazNIC»), and Registrar, located at _____ Street, _____, (hereinafter referred to as “the Registrar”).

In the text of the present Agreement, KazNIC and the Registrar are referred to individually as a «Party» or jointly as «the Parties».

RECITALS

In accordance with the Agreement KazNIC is the exclusive registry for the Registrar in the Internet Top Level Domain («TLD») known as .kz and .қаз domain (hereinafter «the Domain») and assigned by the Internet Assigned Number Authority («IANA») as the Top Level Domain associated with the ISO KZ Country Code for the Republic of Kazakhstan. In the event that the Country Code changes for any reason, KazNIC shall immediately inform the Registrar of this matter.

With the purpose of further raising of the competitiveness of the Domain, KazNIC and the Registrar have entered the Agreement under which the Registrar is entitled to participate in the Shared .kz and .қаз Registry (hereinafter «the Registry») for the Domain and KazNIC provides registration and service of names in the Domain for the Registrar’s customers.

IN CONSIDERATION OF THE FOREGOING, and in consideration of the mutual covenants contained herein and other legally valid and sufficient considerations, the receipt of which KazNIC and the Registrar hereby acknowledge, the Parties HAVE AGREED AS FOLLOWS:

1. Obligations of the Registrar.

The Registrar shall make reasonable efforts to procure customers for the Domain and to provide first-line customer support for the Domain customers registering through the Registrar. The Registrar shall confirm each registration by e-mail to KazNIC and to each customer, appending a copy of the completed registration on terms and conditions set by KazNIC for the use of domains.

The Registrar agrees to make the customer agreement available to its customers for review and agreement prior to accepting name registration in the .kz domain, provided that the document is submitted fifteen (15) days in advance.

In order to ensure fair competition, the Registrar undertakes not to engage in price dumping when setting prices for registration and support of domain names, which could lead to a violation of competitive relations between Registrars.

The registrar has no right to:

- make the provision of domain name registration services to users conditional on the purchase of other goods (works, services);
- to set prices and other conditions for the provision of registration services, including the registration of released domain names, in each top-level domain depending on the second-level domain name selected by the user;
- limit the circle of users who can use the service of registration of released domain names, or create advantages in obtaining information about the service for individual users or categories of users.

The registrar is obliged to personally perform the functions of the domain name registrar.

2. Obligations of KazNIC.

KazNIC acknowledges that the consideration for this Agreement and the benefits to the Registrar hereunder are based, in part, upon the reliance by the Registrar on the ability that KazNIC will continue to exercise the powers delegated to it by the relevant authorities to perform the function of the Registry. KazNIC will cooperate with the Registrar in processing and accepting registrations provided by the Registrar.

KazNIC agrees to make available to the Registrar an online method of registering, modifying and renewing .kz domain names, as well as access to facilities for searching information about currently registered .kz domain names and, to the best of its ability and as most practicable, to make these services available on a 24 hour basis.

KazNIC undertakes not to compete with the Registrar during registration by offering clients prices lower than the price set by the Administrator for registration and support of domain names directly by the Registry.

If KazNIC decreases the retail price of the registrations, it shall give the Registrar at least thirty (30) days advance notice of such change, so that the Registrar may decrease its retail price commensurately.

KazNIC shall not offer or agree to any arrangement with any other registrar or other partner on compensation terms more favorable than those terms applicable to the Registrar under this Agreement.

3. Payment for services.

The Registrar undertakes to pay for KazNIC services based on its invoices for registration and maintenance at the established rate, both in the case of registration of each new name in the Domain and in the case of renewal of an existing registration, at least once a year.

4. Proprietary Rights.

The Parties agree that all information with respect to registration and customers procured by the Registrar shall be the shared property of KazNIC and the Registrar. In order to insure the protection of the Domain customers, no marketing or advertising to customers shall be undertaken by KazNIC or any person or entity on its behalf, without prior written approval of the Registrar. The Registrar shall be entitled to provide customary Internet services to customers without such prior approval, including modifications, web-forwarding, web-hosting and the like. The decision to charge for such services and the level of such charges shall be at the discretion of the Registrar and sale property of the Registrar.

5. Indemnification.

KazNIC shall indemnify, defend and hold harmless the Registrar from and against any claims of the registry or customers, other than claims arising from the negligent actions or omissions of the Registrar itself. The Registrar shall hold harmless and defend KazNIC from and against any claims by any third parties arising out of negligent or other wrongful actions or omissions of the Registrar under this Agreement.

6. Communication with Customers.

KazNIC may freely communicate with its customers which have been registered hereunder by the Registrar, but during the period of this agreement KazNIC shall not directly communicate with such customers via e-mail or otherwise for the purpose of advertising or other promotion of services or products on behalf of third parties unless receiving prior approval of the Registrar with at least thirty (30) days notice.

7. Liability

Violation by the Registrar of the requirements of the Rules for the registration of domain names in the Kazakhstan segment of the Internet, the requirements of the Accreditation Regulations and the requirements of this Agreement shall lead to the revocation (cancellation) of its accreditation as a domain name registrar.

8. Termination.

This Agreement may be terminated by either party at any time by written notice.

In such case, the Registrar shall pay KazNIC all amounts received from clients as prepayments for domain name support services that were not actually provided by the Registrar due to the termination of its activities.

9. Governing Law.

The present Agreement shall be governed and construed in accordance with the laws of the Republic of Kazakhstan. In witness whereof, the undersigned duly authorized officers of the Parties have signed the present Agreement on the date first indicated on its title page.

Kazakhstan Network Information Centre: IBAN : Beneficiary Bank: JSC Halyk Bank, 40 Al-Farabi ave., A26M3K5, Almaty, Kazakhstan, SWIFT/BIC: HSBKKZKX Corr. Acc. 8900372605 held with The Bank of New York Mellon., New York, USA, SWIFT/BIC: IRVTUS3NXXX, Beneficiary: Kazakhstan Network Information Center (KazNIC),BIN: 990940000373 Account: KZ08601A261000597791, JSC Halyk Bank, SWIFT/BIC: HSBKKZKX BANK-CORRESP. : Bank Of New York, NY, USA SWIFT : IRVTUS3N General Director : _____Gussev P.M	Registrar:
---	-------------------