

## .CN

Should you seek to register a .CN second or third level domain name you, the registrant, must also agree to the .CN end user agreement.

### 1. REPRESENTATIONS AND WARRANTIES.

You represent and certify that, to the best of your knowledge and belief,

- i. neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party,
- ii. you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder,
- iii. you are of legal age to enter into this Agreement, and
- iv. you agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Center ("CNNIC"), including but not limited to the following rules and regulations:
  - A. China Internet Domain Name Regulations (currently at <http://www.cnnic.net.cn/ruler/20.shtml>);
  - B. CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at <http://www.cnnic.net.cn/ruler/16.shtml>);
  - C. CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-10.shtml>); and
  - D. Rules for CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-9.shtml>).

### 2. PROVISION OF REGISTRATION DATA.

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

- i. the Registered Name;
- ii. the names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- iii. your name, postal address, e-mail address, voice telephone number and (where available) fax number;
- iv. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
- v. the name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
- vi. the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Registered Name;
- vii. any remark concerning the registered domain name that should appear in the Whois directory; and
- viii. any other data CNNIC, as the Registry, requires be submitted to it. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory pursuant to the CNNC Policy. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the CNNIC.

### 3. BUSINESS OR ORGANIZATION REPRESENTATION:

The .cn top-level domain space is intended for businesses and organizations and not for individual use. By registering a .CN domain name, you hereby represent that you have registered

the domain name on behalf of a business or organization.

**4. INACCURATE OR UNRELIABLE DATA.**

You hereby represent and warrant that the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement.

**5. MAXIMUM TERM:**

The maximum term for a domain name registration in the .CN TLD shall be five (5) years. Domain Name Registrations shall be available for terms of one, two, three, four and five years.

**6. PROHIBITED USES FOR .CN DOMAIN NAME.**

Registrant may not register or use a domain name that is deemed by CNNIC to:

- i. Be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");
- ii. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;
- iii. Harm national honor and national interests of the PRC;
- iv. Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- v. Violate the PRC's religion policies or propagandize cult and feudal superstition;
- vi. Spread rumors, disturb public order or disrupt social stability of the PRC;
- vii. Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- viii. Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- ix. Take any other action prohibited in laws, rules and administrative regulations of the PRC.

**7. TRUE REGISTRANT OF DOMAIN NAME.**

By registering a .CN domain name, you shall be the registrant of record and responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You accept liability for harm caused by wrongful use of the domain name.

**8. DOMAIN NAME DISPUTE POLICY.**

If you have registered a second or third-level .CN domain name through us, you agree to be bound by the CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy ("Dispute Policy"), <http://www.cnnic.net.cn/ruler/20.shtml>, which is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

**9. DOMAIN NAME DISPUTE POLICY MODIFICATIONS.**

You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You

agree that, by maintaining the registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

#### **10.DOMAIN NAME DISPUTES.**

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us, CNNIC and NeuStar, Inc.("Registry Gateway Provider"), harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until

- i. we are directed to do so by the judicial or administrative body, or
- ii. we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

#### **11.JURISDICTION.**

For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts

- i. of the Registrant's domicile,
- ii. where Registrar is located, and
- iii. the People's Republic of China.

#### **12.GOVERNING LAW.**

For the adjudication of a dispute concerning or arising from use of the domain name, such dispute shall be governed under the Laws of the Peoples Republic of China.

#### **13.SUSPENSION, CANCELLATION OR TRANSFER.**

You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any CNNIC adopted specification or policy, or pursuant to any registrar or CNNIC procedure not inconsistent with a CNNIC adopted specification or policy,

- i. to correct mistakes by Registrar or the CNNIC in registering the name or
- ii. for the resolution of disputes concerning the domain name.

#### **14.INDEMNIFICATION.**

The Registrant shall indemnify and hold harmless the [Registrar], Registry Gateway Provider and CNNIC and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's

- i. domain name registration and
- ii. use of any of a domain name.

**15. RESERVATION BY CNNIC AND REGISTRY GATEWAY PROVIDER.**

The Registrar, the Registry Gateway Provider and CNNIC reserve the right to deny, cancel or transfer any registration that they deem necessary, in their discretion,

- i. to protect the integrity and stability of the registry,
- ii. to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process,
- iii. to avoid any liability, civil or criminal, on the part of CNNIC, the Registry Gateway Provider or [Registrar], as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders,
- iv. for violations of this Agreement, or
- v. to correct mistakes made by Registry Gateway Provider, CNNIC or any registrar in connection with a domain name registration. CNNIC, Registry Gateway Provider and [Registrar] also reserve the right to freeze a domain name during resolution of a dispute.

NEUSTAR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEUSTAR MAKES NO WARRANTY THAT THESE PARAGRAPHS WILL MEET YOUR SPECIFIC REQUIREMENTS OR TO THE ACCURACY OR RELIABILITY OF THIS INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY RELIANCE ON THE MATERIAL PROVIDED HEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY USE OF SUCH MATERIAL.