

Domain Names Registration and Support Services
Agreement No. _____ dd. _____

(full name of the company, organization)

represented by _____
(position, full name of the head)

hereinafter referred to as «the Registrar» acting with the authority of _____
(full name of the document)

of the one part, and

(full name of the company, organization)

represented by _____
(position, full name of the head)

hereinafter referred to as «the Registered Party» acting with the authority of _____
(full name of the document)

of the other part, hereinafter referred to as «the Parties» and severally as «the Party», have signed this Agreement (hereinafter referred to as the Agreement) as follows:

1. Subject of the Agreement

1.1. Under this Agreement, the Registrar shall provide to the Registered Party having a user indicator in the system of domain names registration _____ with the set of services on registration and technical support of domain names in the domain zones selected by the Registered Party (hereinafter referred to as domains), and the Registered Party shall accept and pay for the said services.

1.2. The time when the Agreement put in action considers the moment of receiving the payment by the Registrar from the Registrant for the services ordered by the Registrant.

2. Rights and obligations of the parties

2.1. Under this Agreement, the Registrar shall undertake:

2.1.1. to provide to the Registered Party full true and exact information on the Registrar, especially contact information, to give an immediate notice to the Registered Party by e-mail or website of the Registrar of any and all changes in such information for the purpose of preserving its accordance and truth within the entire validity term of this Agreement.

2.1.2. to provide (using websites of the Registrar located at <http://mydomain-in.co.uk> (version in English), <http://mydomain-in.es> (version in Spanish), <http://mydomain-in.net> (version in Russian) and <http://mydomain-in.com.ua> (version in Ukrainian) sufficient information for understanding the regulations, terms, restrictions and term of domain names registration in domain zones selected by the Registered Party.

2.1.3. to provide to the Registered Party any required consultation support on matters related to delegation and functioning of domain names.

2.1.4. to timely register any domain names paid by the Registered Party in accordance with the terms of this Agreement, and the regulations and term of delegation of domain zones, in which domain registration is performed.

For domain zones, in which submission of written confirmations or orders is required, processing of orders shall be performed manually by a domain zone administrator, payment shall be effected by way of international bank transfer Wire Transfer, and in case of any unforeseen problems related to registration of domain names or software operation (Force Majeure), the term of domain names registration may be extended for reasons beyond the Registrar's control, without prior notice to the Registered Party.

2.1.5. Within the entire validity term of this Agreement, to have at own disposal and use for performance of the obligations to the Registered Party the set of technical means and software (hereinafter referred to as the Servers) complying at least with the following requirements:

2.1.5.1. At least 2 separate hardware servers of domain names physically placed in different buildings with independent power supply, and connected on a regular basis (24 hours a day, 365 days a year) to the Internet through non-switch IP channels. IP addresses of these servers shall belong to various autonomous systems of the Internet network.

2.1.5.2. Email server connected to Internet on a regular basis, which serves email boxes of the Registrar.

2.1.5.3. Web-server connected to the Internet on a regular basis for access to the Registered Party to management of registered domain names.

2.2. Under this Agreement, the Registrar shall confirm that:

2.2.1. Restrictions on territorial use or on any export-import transactions for domain names are absent. In case of presence of those restrictions the Registrar undertakes to specify the given information in the description of a domain zone on the site.

2.3. Under this Agreement, the Registered Party shall undertake:

2.3.1. to provide to the Registrar full true and exact information on the Registrar, especially contact information, to give a timely notice to the Registrar of all changes in such information, by making the relevant adjustments in the account with the identifier _____ through the website of the Registrar, in order to preserve its completeness, truth and accuracy within the entire validity term of this Agreement.

2.3.2. To pay for the Registrar's services timely, in the full scope, and in accordance with the procedure provided for by paragraph 3 of this Agreement.

2.4. Under this Agreement, the Registered Party agrees that:

2.4.1. The Registered Party knows and is aware of all regulations, restrictions, and the term for registration of the domains within the domain zones paid by the Registered Party.

2.4.2. Information on the Registered Party may be published and available in real-time mode through WHOIS or other similar Services.

2.4.3. If at the time of ordering the domain name registration, the Registered Party failed to specify full and sufficient information for registration, the Registrar shall be entitled (at own discretion and based on the regulations of the domain zone) to add contact information of one of their offices to the contact information of the Registered Party or deny registration of domain name.

2.4.4. If the domain zone regulations prevent from specifying the Registered Party as a contact data holder and if the Registrar provides the Trustee service (registration of domain in the name of the Registrar's representative in favor of the Registered Party) on this domain zone, the domain shall be registered in the name of the Registrar's representative with inserting the contact data of the Registrar's representative as a domain owner and transfer of rights for domain management to the Registered Party. In this case, a supplementary agreement on transfer of domain management to the Registered Party and denial of any claims to the domain rights on the part of the Registrar and their representatives shall form an integral part of this Agreement.

2.4.5. The Registered Party shall bear full responsibility for safety of their login and password, and for everything to be performed on the Registrar's website under the login and password of the Registered Party. The Registered Party agrees to give an immediate notice to the Registrar of any case of non-authorized (not permitted by the Registered Party) access, with the login and password of the Registered Party and/or of any violation of safety terms, and also agrees that the Registered Party shall individually complete the work under their password (button "Exit") upon completion of each session of working with the Service of the Registrar. The Registrar shall not bear responsibility for possible loss or damage of data, which may take place as a result of violation by the Registered Party of the provisions of this part of the Agreement.

2.4.6. At the time of adding the domain, the Registrar shall perform primary adjustment of records in the domain name of the Registered Party with default values, which allow using the Service offered to the Registered Party in the full scope. The domain shall be linked to the page with the following compulsory record «The Domain is registered in the interests of the customer» or similar to it by content.

Further, the Registered Party shall individually perform management of their domain name through the control panel provided by the Registrar, to be entered on the website of the Registrar.

2.5. Under this Agreement, the Registered Party shall confirm that:

2.5.1 According to the Registered Party, neither domain name registration, nor the procedure of its use shall violate the rights of intellectual property of third parties.

2.5.2. Domain name registration and procedure of its use shall violate no regulations for delegation and use of domains in the specified domain zone.

2.5.3. Contact information of the Registered Party to be provided at the time of the domain name registration is true and actual.

2.5.4. Contact information of the Registered Party may be published through WHOIS or other similar Services in accordance with generally accepted documents governing the procedure of registration of domain names.

3. Payment under the Agreement

3.1. All services shall be provided to the Registered Party subject to 100% prepayment.

3.2. Payment for the services provided by the Registrar shall be effected in the national currency of the country of the Registered Party under the exchanges rate as at the time of payment and in accordance with the tariffs set at the time of payment.

3.3. In case of payment by a bank card payment occurs during the period between the order of the domain and its registration.

3.4. In case of non-payment or untimely payment for the services, the Registrar shall be entitled to stop/suspend rendering the services and shall bear no responsibility for possible consequences of such resolution/act.

3.5. At the time of effecting payment, the Registered Party shall specify in the payment document the account number and payment references in accordance with the submitted invoice.

3.6. The Registrar shall be entitled to set payment for additional services rendered to the Registered Party by specifying their description and full cost at the website. Also, for domain zones, in which changing of NS servers requires additional payment or other financial expenses, the Registrar shall be entitled to set the quantity limit for free of charge modifications of the domain name.

In this case, actions ordered by the Registered Party may be performed only if sufficient amount is available on the Registered Party's account in the domain name registration system to pay for the ordered services.

3.7. In case of withdrawal of payment by the holder of the bank card or account in the payment system allowing to perform withdrawals of payments by the account holder, use of payment instruments not owned by the Registered Party for payment of the services, the Registrar shall reserve the right to stop servicing the Registered Party and put the domain name to an auction for sale and to compensate the inflicted damages in this way.

3.8 In case of having any questions connected with transfer or the refund of payments or other financial information, the Registrant is obliged to carry out inquiry on e-mail billing@mtmg.co.uk with indication of the complete information about the order and payment.

4. Proceeding in the case of refusal from service, refunds or removal of domain names

4.1. Registrant has the right to refuse from registration of a domain name before its payment. Refusal from registration of a domain name after payment is possible only in case that the domain is not registered yet and a domain zone allows to decline the requests for registration of a domain name without financial expenses.

4.2. In case the Registrant wishes to withdraw the paid according to item 4.1 of Agreement, he immediately should send the message to billing@mtmg.co.uk with indication the complete information about the order, payment and the reasons to withdraw the payment.

4.3. If the Registered Party paid for the domain name without having the right for its registration, and information on restrictions of the domain zone was specified on the Registrar's website in accordance with paragraph 2.1.3, the amount transferred by the Registered Party shall be credited to the current balance of the Registered Party in the Service of domain names registration, and may be used by them for payment for other services. Return of payment to the Registered Party may be performed with deduction of 100% of the amount of the payment system fee on payment return.

4.4. If the Registered Party paid for the domain name, whose registration is impossible for any reasons independent of the Registrar, the amount transferred by the Registered Party shall be credited to the current balance of the Registered Party in the Service of domain names registration, and may be used by them for payment for other services. Return of payment to the Registered Party may be performed with deduction of 50% of the amount of the payment system fee on payment return.

4.5. If the Registered Party paid for the domain name, whose registration became impossible through the fault of the Registrar, the amount transferred by the Registered Party shall be credited to the current balance of the Registered Party in the Service of domain names registration, and may be used by them for payment for other services. Return of payment to the Registered Party may be performed in the full amount with payment by the Registrar of 100% of the amount of the payment system fee on payment return.

4.6. Removal of domain names occurs in the end of the paid period of their registration in case payment of their prolongation has not been in time conducted.

In case the Registrant wishes to remove a domain name before the termination of term of its registration it should write request on the e-mail office@mydomain-in.co.uk with indication of the reasons. Removal of domain names can be made only in case that rules of a domain zone and technical possibilities allow to make it.

5. Force Majeure

5.1. The involved technical systems may include uncovered technical errors leading to impossibility to perform or untimely performance of the order. Impossibility to perform or untimely performance of the order may also occur as a result of circumstances caused by human element, or force-majeure caused by social or natural cataclysms (wars, fires, floods, revolutions, global financial crisis, actions of authorities and others).

5.2. In case of impossibility to perform the undertaken obligations as a result of the aforesaid reasons (excluding force majeure), the Registrar shall be responsible within the amount received from customers as payment for services.

5.3. The Registrar shall bear no responsibility and under any circumstances shall bear no material responsibility beyond the amount received from customers as payment for services.

6. Validity term of the Agreement

6.1. This Agreement shall take effect upon receipt of the payment by the Registrar from the Registered Party for the services, and shall be valid till the end of the term of delegation of the Registered Party's domain names.

6.2. The Registrar shall reserve the right to stop servicing the Registered Party without reimbursement of the services cost in the following cases:

6.2.1. Malicious acts (break-in, attack, and others) aimed at unauthorized changing of standard working order of the Registrar's servers.

6.2.2. The Registered Party's using bank cards or other payment instruments not owned by Registered Party, to effect the payment.

6.2.3. By court resolution, and in other cases determined by the legislation in effect.

6.2.4. If the contact information given by Registered Party cannot allow determining the domain name Registered Party, upon properly executed request of competent authorities (courts, investigation bodies, security service), and in case of unreliability of the contact information.

7. Responsibility to third parties

7.1. The Registrar shall bear no responsibility for using domain names registered with their assistance, neither for the content of any materials on websites published under such domain names.

7.2. The Registrar shall bear no responsibility under any agreements between the Registered Party and any third parties.

8. Legislative innovations

8.1. In case of adoption of any regulatory acts by governmental bodies or changes in the regulations on delegation of domain names in domain zones, fully or partially related to functioning of the domain names registration service, the Registrar shall reserve the right of any changes in functioning of the Service aimed at bringing it to compliance with the new norms.

9. Details and signatures of the Parties

... Name of organization ...

Legal address:

Postal address:

Tel:

Fax:

E-mail:

Director

... Name of organization ...

Legal address:

Postal address:

Tel:

Fax:

E-mail:

Director
