

Taiwan Network Information Center Registrar Accreditation Agreement (Template)

This Registrar Accreditation Agreement (this "Agreement") is entered into by and between Taiwan Network Information Center ("Party A") and _____ ("Party B"). Party A, in accordance with Paragraph 7, Article 20-1 of the *Telecommunications Act*, under the authorization of its competent authority, and pursuant to the *Taiwan Network Information Center Guideline for Registrar Accreditation* set forth by Party A, hereby accredits Party B to provide domain name registration services as a registrar. The Parties agree as follows:

I. Scope of Accredited Services

1. Party A accredits Party B to provide the following services pursuant to this Agreement: Registration and relevant matters with respect to the country code top-level domain names, i.e., ".tw" and ".台灣" (the "Accredited Services").
2. If Party A offers registration services in respect of other domain names and accredits Party B to provide such services during the Term (defined in Section X below), such accreditation may be granted through a memorandum of understanding, an amendment of this Agreement or via an exchange of notes between the Parties. The provisions in this Agreement shall apply to such accreditation, and the term of such accreditation shall expire upon the termination of this Agreement. The characters used in the relevant domain names shall be compliant with the format designated by Party A.
3. The accreditation granted to Party B under this Agreement shall be non-exclusive.

II. Party B's Obligations

1. Party B shall, in accordance with Party A's rules and regulations, build and maintain appropriate computers, hardware and software equipment for communications, personnel, and other requirements related to business operation stipulated by Party A, in order to operate the domain name registration business. During the Term, Party B shall maintain its equipment, business activities and licenses necessary or ideal for the provision of the Accredited Services, and Party B shall notify Party A of its self-inspection results every six (6) months.
2. Party B shall set up a regular contact window to accept applications of domain name registration from the public around-the-clock, carry out necessary reviews, communications, notifications and handle other matters related to such registration. Such regular contact window shall include online services.
Party B shall, in the country where Party B is located and such other places as Party B deems necessary, establish sufficient manpower to provide the services, and shall have customer service personnel, registration webpages and so on in place. Party B shall maintain the relevant personnel, webpages and so on without any suspension or interruption during the term of this Agreement as well as during the period from the termination of this Agreement until Party A releases Party B's responsibilities.
3. Party B shall, pursuant to the results of the application review, carry out all

- actions required for the registration and keep Party A informed at all times.
4. Party B shall, at its own expense, provide the public with domain name registration query service and domain name registration related consultation service.
 5. Party B shall keep, preserve and maintain documents and information of the registrants at its own expense and shall provide the same to Party A upon request.
 6. Party B should provide Party A with recommendations and market intelligence at any time with respect to relevant policies, rules, and operating procedures of domain name registration, and collaborate with Party A and other accredited registrars to conduct joint research and discussions on various matters and relevant responding strategies.
 7. Party B shall proactively handle all complaints and requests submitted by the applicants or registrants without any delay or shirking responsibility. If a complaint or request falls exclusively under the purview of Party A, Party B shall immediately notify Party A and proactively assist Party A in handling the complaint or request so as to smoothly resolve the same. For any and all material matters, Party B shall keep Party A informed at all times of the handling progress and result thereof.
 8. Party B may not refuse to assume the business and customers of other registrars designated by Party A without justifiable reasons.
 9. With respect to matters herein that fall exclusively under the purview of Party A, Party B shall not grant any consent or authorization to any third party or confer any right or interest beyond its accredited scope to any third party.

III. Rules and Regulations to be Complied with by Party B

1. Party B shall comply with the laws and regulations of Taiwan and of the country where Party B is located with regard to the business set forth herein and shall also comply with the rules and regulations promulgated by Party A regarding the following matters. Such rules and regulations shall be deemed a part of this Agreement and may be amended by Party A at any time and immediately take effect.
 - (1) Review standards of domain name registration.
 - (2) Regulations governing the management of domain name registration and relevant rules.
 - (3) Regulations governing the resolution of disputes arising out of or in connection to the use of domain names.
 - (4) Rules, regulations, restrictions, prohibitions and other measures promulgated by Party A for the purpose of preventing public confusion and misunderstanding, protection of intellectual property rights, maintenance of the domain name registration system, or those based on the technology, management, or ethics of the Internet.
 - (5) Guidelines and rules promulgated by Party B within the scope of accreditation and approved by Party A.
2. Unless otherwise stipulated herein or in the rules and regulations promulgated by Party A, Party B may not refuse to provide domain name registration services to any applicant.

3. Party B shall fully comply with Party A's regulations and requirements regarding the registration, management and dispute resolution of domain names, and shall carry out strict scrutiny on all necessary certificates and documents.
4. Party B shall follow Party A's instructions regarding the cancellation or transfer of domain names and shall complete such tasks within eight (8) hours without any delay.
5. Party B shall not be involved in any domain name hoarding or profit from domain name speculation, and shall not take advantage of its position to allow others to hoard domain names or profit from domain name speculation. If any of Party B's responsible person, representative, directors, supervisors, employees, or a first, second, or third-degree relative of the aforesaid, or other individual who is obviously related to Party B in some ways, has applied to register more than the necessary number of domain names, Party B will be deemed as being involved in domain name hoarding or speculation. "Necessary number" referred to above is subject to Party A's objective determination based on the actual circumstances.
6. Party B shall maintain its neutral, fair and professional image during the Term. Party B shall not act in any manner that would damage the reputation of Party A or Party B, nor may it act in any manner that would disrupt the order of the Internet.
7. Regarding the coordination of administrative procedures and dispute resolution related to domain name registration between and among Party B and any applicant, registrant, other registrars or other registries all fall exclusively under the purview of Party A. Party B shall abide by Party A's instructions or decisions, provided that Party A shall provide Party B opportunities to appeal such decisions.
8. Party B shall appoint designated personnel to be in charge of its business activities and books and accounts, and shall notify Party A in writing when such personnel are appointed and every time when such personnel are changed.

IV. Equipment, Software and Technology

1. Party A accredits Party B to, during the Term and within the scope of the Accredited Services herein, use the software and documents provided by Party A
2. During the Term, if any improvement or update has been made to the software and documents provided by Party A, Party A shall provide such improvement or update to Party B, and accredit Party B to use such improvement or update pursuant to this Agreement. Party B shall return or destroy all such software, documents, other medium of records and the copies thereof pursuant to Party A's instructions within ten (10) days following the rescission, expiration or termination of this Agreement.
3. Party B shall use the software provided by Party A when handling domain name registration and shall immediately transfer the information required by Party A to the domain name registration database managed by Party A.
4. For any updates of registration information, Party B shall promptly update relevant information online and transfer such information to Party A's registration database. Party B shall ensure the consistency between and the correctness of the registrants' information and the information contained in Party A's registration database at all times.

5. Party A will not be liable to Party B, its applicants or registrants in any manner for the results of any errors or omissions in or occurred due to the software, documents and the content thereof provided by Party A, including the transmission interface, content and format of information, etc., as well as Party A's computer, communications equipment, database, software and programs, information or operating procedures. If some other regulations stipulate that Party A shall be responsible for the applicants and registrants, Party A's responsibilities in no event will exceed the total amount of one-time maintenance fee for the domain name already paid by relevant applicant or registrant. Party B shall inform its applicants and registrants of this paragraph in advance and obtain their consent; otherwise, Party B shall be solely responsible in this regard.
6. If any of the incidents referred to above occurs, Party A shall provide necessary assistance to minimize the damage and to resolve the disputes or controversy in a peaceful manner.
7. With respect to the software, hardware equipment, personnel and operation specified in this Article, Party B shall complete the relevant installation and start the provision of relevant services within two (2) months following the execution date of this Agreement; otherwise, Party A may terminate this Agreement in writing and forfeit the Guaranty Deposit (defined below).
8. During the Term, Party B shall cooperate with Party A regarding the domain name/internet protocol (IP) address registration and the management thereof that are planned, implemented or developed by Party A, its research, development, technology, service, product and component related to cyber security and the integration thereof, and adjust its systems, services and equipment accordingly. For the purpose of this Article and during the Term, Party A accredits Party B and its customers to use Party A's technology, services, software and documents.

V. Party B's Obligations to Preserve and Provide Information and Documents

1. Party B shall preserve all necessary documents and information in accordance with relevant regulations and shall, upon Party A's requests, provide such documents and information to Party A, the dispute resolution agencies for domain name disputes, and the judicial authorities. Upon expiration or termination of this Agreement, Party B shall deliver the aforesaid documents and information to Party A. Upon Party A's consent, Party B may perform such obligation to deliver the documents and information by providing a complete copy of the same to Party A. The documents and information referred to above shall mean, in particular:
 - (1) The most updated version of digital files provided by Party B to Party A's registration database for registration and management.
 - (2) All documents and records exchanged between Party B and applicants.
 - (3) Books and accounts between applicants of domain names and Party B.
2. If Party A needs to rebuild its registration database, Party A may notify Party B in writing requesting the complete database of the domain name information in Party B's possession within seven (7) days.
3. The information specified in paragraph 1 above shall be preserved for at least

two (2) years after the expiration or termination (for any reasons) of the effective period of the domain names of relevant applicants or registrants.

VI. Protection and Use of Registration Information

1. The rights to the domain name registration database created by Party B under this Agreement exclusively belong to Party A. Party B shall not reproduce, alter, publish, or disclose such database or its content, or in any way use or infringe such exclusive right of Party A. Except for registrants' query on his/her/its registration information, Party B shall not provide anyone with any non-public information in the registration database. Party B shall not exchange or share the information in the registration database with other registrars.
2. Party A may grant access to the public for the query on all or part of the content of the domain name registration database if necessary, and may accredit Party B to do so depending on its business demands.
3. Party B shall comply with the *Personal Information Protection Act* of the Republic of China when making, preserving, using and transmitting domain name registration information.
4. Party B may not disclose any confidential information that it becomes aware of due to its performance of this Agreement; such confidential information includes information of the applicants who have registered domain names with Party A and the records and documents of the review and registration process.

VII. Party B's Principles for Providing Registration Services

1. Party B shall handle domain name registration matters pursuant to the regulations related to the registration of domain names and the use of a domain name shall commence after the applicant completes all registration procedures. The effective time of the domain name registration shall be the time when all relevant information has been correctly registered and keyed into Party A's domain name database. Party B shall explain the foregoing to applicants and registrants and obtain their consent in advance, and notify the applicants and registrants immediately after the domain names become effective. If Party B is in breach of this paragraph, it shall be solely responsible for the consequence while Party A shall not be held liable.
2. A domain name may only be used within a specified period, and may not be used indefinitely. However, such period may be renewed.
3. Party B may charge a domain name registration fee (new applicants only) and maintenance fee from applicants.
4. Party B shall review all applications for domain name registration in a fair manner without any discrimination or any fraudulent behavior. Party B shall keep records and working paper of all work at all times. All records shall be signed by the person who carried out the relevant work, and the time when such work is completed shall be recorded to the minute.

VIII. Resolution of Disputes related to Domain Names

1. Any disputes related to domain names shall be exclusively subject to the resolution mechanism applicable to Party A. Party B and its applicants and registrants unconditionally agree to any dispute resolution result that is binding

on Party A without any objection.

2. Party B shall explain this Article to applicants and registrants in advance and obtain their consent; otherwise, Party B shall compensate Party A for the damages that it consequently suffered.

IX. Fees and Payment Methods

1. This Agreement shall become effective after Party B provides Party A with NT\$200,000 (via a cheque or a promissory note issued by a bank, a certified cheque, or a pledged certificate of deposit, or other forms of performance security recognized by Party A) as the guaranty deposit (the "Guaranty Deposit"). The Guaranty Deposit shall be returned to Party B without interest upon completion of the handover procedures after the termination of this Agreement.
2. Party B shall pay Party A an annual fee of NT\$20,000 (software maintenance fee and technical service fee). Unless this Contact is terminated or rescinded due to causes attributable to Party A, Party B shall not request for a refund of the aforesaid annual fee mentioned above for any reason.
3. Party B shall calculate the registration and maintenance fee (the "Registration & Maintenance Fee") that it shall pay to Party A according to the number of cases it has processed on a monthly basis and pursuant to the charging standards stipulated by Party A. However, if the amount of the Registration & Maintenance Fee payable to Party A has reached the amount of the Guaranty Deposit, Party A may request Party B to immediately settle the Registration & Maintenance Fee.
4. Party B shall pay the Registration & Maintenance Fee within two (2) weeks after it receives the payment notice of the Maintenance Fee from Party A. If Party B fails to pay the Registration & Maintenance Fee within two (2) weeks, Party A will deduct the amount of the Maintenance Fee from the Guaranty Deposit. Failure to pay the Maintenance Fee within three (3) weeks shall be deemed as a material breach of this Agreement, and Party A may forfeit the Guaranty Deposit and terminate this Agreement.

X. Term of the Agreement

1. The Term of this Agreement is three (3) years commencing from the execution date hereof to [mm][dd],[yyyy] (the "Term"). The Agreement may be renewed with consent of both Parties prior to the expiration of the Term and the renewal term shall be three (3)-year each.
2. Party B's obligations under other accreditation agreement previously entered into by and between the Parties, except for those provisions that are in conflict with the Agreement, shall continue to be in effect.

XI. Assessment

1. Party A may conduct random inspections on Party B from time to time. If the inspection results reveal that Party B is not qualified, Party A shall request Party B to submit a rectification plan and Party B shall rectify such non-qualification within thirty (30) days. If Party B fails to rectify within such period, Party A may rescind or terminate this Agreement, request Party B to return all relevant

information of the registrants, and claim for damage compensation against Party B.

2. In order to assess Party B's performance, Party A may enter Party B's premises to inspect and record Party B's equipment, software, technology and business operation by giving Party B a three (3) days' prior written notice. Such inspection may only be conducted twice (2) a year at the most.
3. If Party A's inspection reveals any defects, Party B shall rectify such defects within the period designated by Party A. If any material defects have compromised the performance of Party B's or Party A's business operation, Party A may immediately suspend its accreditation to Party B and request Party B to correct such defects within a designated period. Party A may terminate this Agreement if Party B fails to correct such defects before the expiry of the designated period.
4. Party A may make public the inspection results, progress of any corrective measures, and relevant handling methods if Party A deems it necessary and after Party B has been notified in writing, provided that Party A shall provide a reasonable period of time for Party B to submit relevant statements in defense and to correct such defects.

XII. Termination of the Agreement

1. Party A may terminate this Agreement via a written notice to Party B if Party B has failed to provide the registration services for one (1) month without cause.
2. Party A may terminate this Agreement via a written notice to Party B and may claim for damage compensation if Party B is in material breach of this Agreement and fails to rectify such breach within thirty (30) days of Party A's written notice requesting such rectification. During the rectification period, Party A may temporarily suspend its accreditation to Party B. Incorrect review of application documents, hoarding or speculation of domain names, acting beyond the scope of the accreditation herein, or causing controversies due to a breach of this Agreement arising from willful acts or gross negligence are all considered material breach of this Agreement.
3. If Party B intends to terminate this Agreement during the Term, Party B shall issue Party A a three (3) months' prior written notice, and Party B may only terminate this Agreement with Party A's consent.
4. Upon termination or rescission of this Agreement, Party B shall complete the handover procedures pursuant to relevant rules and regulations before it can be released from its responsibilities hereunder. Party A may forfeit the Guaranty Deposit set forth in Article IX.1 if Party B fails to complete the handover or transfer procedures pursuant to relevant rules and regulations. Party A may also claim for compensation against Party B if Party A has consequently suffered other damages.
5. Party B may not continue to provide any domain name registration services once this Agreement is terminated or suspended.
6. The amount of compensation referred to herein shall not exceed ten (10) times of the Guaranty Deposit.
7. If Party A no longer holds the authority to perform this Agreement due to any changes of the law or the authorization of relevant international agencies, Party

A may terminate this Agreement by sending Party B a prior written notice specifying the reasons of termination. Under such circumstances, Party A shall take all necessary measures to minimize Party B's damages. Party A is not responsible for compensating Party B and the registrants for the damages they have consequently suffered.

8. If any of the regulations, policies or other requirements related to the Accredited Services herein is amended by Party A, to the extent that Party B's rights and interests herein are compromised and Party B consequently encounters significant difficulties in the performance of this Agreement, Party B may negotiate with Party A to find a solution or to amend the terms herein, so that the Agreement can continue to be performed. If such negotiation yields no result, Party B may terminate this Agreement. Under such circumstances, neither Party may claim for damage compensation against the other Party.

XIII. Disputes of Agreement Performance

In the event that any dispute arises between the Parties owing to this Agreement or in connection with the relevant matters under this Agreement and that it is necessary to bring a lawsuit to resolve the dispute, the Parties agree that Taipei District Court shall be the court of first instance.

XIV. Agreement Document, Governing Law, Language and Notice

1. The attachments hereto constitute an integral part of this Agreement. If any conflicts exist between the provisions of the attachments and the Agreement, the provisions herein shall prevail.
2. Any and all amendment, deletion and modification of this Agreement shall be made by the Parties in writing, except for the rules and regulations referred to in Article III.1, which may be amended by Party A at any time.
3. This Agreement shall be governed by the laws of Taiwan. In the event that any portion of this Agreement is held to be void, invalid, or unenforceable, the other portion of this Agreement shall continue to be effective and such portion shall be interpreted or amended in the manner so that this Agreement can continually be performed.
4. Any notice arising out of or in connection with this Agreement shall be issued in English. One Party's notice shall be deemed having reaching the other Party after three days following the issuing Party's obtaining the delivery receipt, if the issuing Party delivers the notice by registered mail or by express courier to the recipient and address of the other Party as set forth below. One Party may also issue a notice to the other Party by sending a fax or an email to the following fax number or email. The recipient of one Party as set forth below shall have the authority to receive all of the notices from the other Party. In the event that any of the following contact information or recipient set forth below changes, one Party shall notify the other Party in accordance with the method set forth herein.

Party A:

Address:

Recipient:

Fax:

Email:

Party B:

Address:

Recipient:

Fax:

Email:

5. This Agreement is executed in four (4) counterparts with each Party holding two (2) originals.

Parties:

Party A: Taiwan Network Information Center

Representative (Responsible Person):

Address:

Telephone:

Party B:

Representative (Responsible Person):

Address:

Telephone:

Date: [mm][dd], [yyyy]