

REGISTRAR-ACCREDITATION AGREEMENT (RAA)

This REGISTRAR ACCREDITATION AGREEMENT (RAA) ("Accreditation Agreement") is made on this date..... by and between the National Internet Exchange of India (NIXI), A not-for-profit Company duly registered under Section 8 of the Indian Companies Act 2013 "the party of the First part" or .IN Registry), having its Office at B-901, 9th Floor Tower B, World Trade Centre, Nauroji Nagar, New Delhi- 110029 Email Address - registry@nixi.in

Telephone Nos.....

And

_____ [Registrar Name], a
_____ [jurisdiction] entity (hereinafter referred to as "party of the Second Part"), and shall be deemed made on this _____ day of _____, at New Delhi.

Both, NIXI and [REGISTRAR NAME] are collectively to be hereinafter referred as "Parties".

1. DEFINITIONS:

For purposes of this Accreditation Agreement, the following definitions shall Apply:

1.1. "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2. "Advisory" means the advisories detailed on the .IN Registry Website.

1.3. "ccTLD" means country code top-level domain of the domain name system, corresponding to the two-letter code of the ISO 3166 standard codes for the representation of name of country territories. In this Agreement the ccTLD" shall refer to the country-code top-level domain for .IN (India).

1.4. "De-accreditation", is the formal process of revoking or withdrawing accreditation from a previously accredited person, entity, or service provider. It is initiated in response to the identification of non- compliance with established minimum standards or violations of the terms and conditions set forth in the accreditation agreement.

1.5. "DNS" refers to the Domain Name System.

1.6. The "Effective Date" is the date set forth above, on which this Accreditation Agreement is executed.

1.7. .IN Registry means the party of the First Part, its successors and assigns (including agents, personal representatives, administrators and executors).

1.8. ".IN Registry System" is .IN Registry system operated by .IN Registry ServicesProvider for Registered Names in the ccTLD for and on behalf of .IN Registry.

1.9. "Policies" means the policies detailed on the Registry Website.

1.10. "RAA" means "Registrar Accreditation Agreement" or "Accreditation Agreement" or "Agreement" or "Contract" executed between the parties and shall include any modifications, alterations, additions or deletions thereto agreed between the Parties in writing after the date hereof in terms of the Agreement.

1.11. "Registry Database" means a database comprised of data about one or more domain names

within the ccTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or WHOIS queries, for some or all of those names.

1.12. "Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the .IN Registry System.

1.13. "Registrant" means the holder of a Domain Name.

1.14. The word "**Registrar**," when appearing with an initial capital letter, refers to the entity listed in the preamble above as the party of the Second Part in accordance with the **Indian Companies Act 2013 with its registered office located at,**

1.15. "Registrar Services" means services provided by a Registrar in connection with the ccTLD, and includes contracting with Registrant, collecting and verifying registration data about the Registrant, and submitting registration information for entry in .IN Registry Database (including to insert and renew registration of Registered Names in .IN Registry Database.)

1.16. "Registry Service" shall mean the service that processes transactions through .IN Registry System.

1.17. "Registry Services Provider" means the entity authorized by .IN Registry to provide .IN Registry Services.

1.18. "Registry Website" refers to www.registry.in

1.19. “Reseller” is a person appointed by the Registrar to sell domain name services and provide customer services to Registrants on behalf of the Registrar.

2. ACCREDITATION OF THE REGISTRAR:

2.1. Subject matter of the Agreement;

By this Agreement, .IN Registry accredits the Registrar and thereby grants the Registrar the right to offer Registry Services to Registrants under the terms and conditions laid down in the provisions mentioned in this agreement and annexed as Appendix-A. This Agreement does not give any right, power or authority to the Registrar to operate or manage .IN Registry.

2.2. Non-exclusivity;

The rights granted to the Registrar under this Agreement are non-exclusive, and .IN Registry is free to appoint other Registrars at its sole discretion. It means neither this Agreement nor the provision of services rendered by the Registrar pursuant to the terms hereof, shall in any way limit the liability of .IN Registry to enter into similar agreements with other Registrars.

2.3. Compliance;

The Registrar undertakes that it will comply with the terms and conditions of this Agreement in letter and spirit of .IN Registry Policies, Advisories issued from time to time by .IN Registry and shall refrain from directly or indirectly cooperating with any such Registrant who violates, or instigates such violation of such rules, regulations and laws prevailing in India. It shall be the responsibility of the Registrar to inform .IN Registry in case of occurrence of any violation of such rules, regulations and laws by the Registrant(s).

3. .IN REGISTRY'S OBLIGATIONS:

3.1. Accreditation;

During the Term of this Accreditation Agreement, Registrar is hereby accredited by the .IN Registry to act as a Registrar for the ccTLD through .IN Registry Services under the terms and conditions of this Agreement.

3.2. Use of the .IN Registry Name and Website;

The .IN Registry hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Accreditation Agreement;

3.2.1. to state that it is accredited by .IN Registry as a Registrar for ccTLD and

3.2.2. Registrar with the permission and help of registry can link his pages and documents (related to ccTLD and IDN ccTLD only) within the .IN Registry Web site. No other use of the .IN Registry's name or website is licensed hereby to any entity or person in any manner. This license may not be assigned or sub- licensed by Registrar to any entity/person directly or indirectly.

3.3. Registry Services:

3.3.1. The .IN Registry will provide registry services as per the terms and conditions of this RAA Agreement.

3.3.2. The .IN Registry may communicate/ transact any business with registrant for commercial/non-commercial purpose during the validity of this RAA.

3.3.3. .IN Registry based on the notice/directive, issued by the Government of India, if any, can change/add/delete any clause of this RAA unilaterally (i.e. without consent

of the Registrar).

3.3.4. IN Registry at any time under the commercial/non-commercial interest, can offer any product/ service free of cost directly to the registrant. However, the services will be rendered either by the Registrar or by a third party authorized by .IN Registry, as per information provided by the .IN Registry to the Registrar.

4. REGISTRAR OBLIGATIONS:

4.1. Requisite Obligations for Registrar Services;

During the Term of this Accreditation Agreement, Registrar agrees that it will operate as a registrar for the ccTLD / IDN ccTLD in accordance with this Accreditation Agreement and shall perform all the requisite obligations as mentioned in RAA.

4.2. Submission of Registered Domain Name Holder Data to Registry;

During the Term of this Accreditation Agreement, as part of its registration of Registered Names in the ccTLD, Registrar shall submit to, or shall place in .IN Registry Database the following data elements reproduced herein below:

4.2.1. The name of the Domain Name being registered;

4.2.2. The IP addresses of the primary name server and secondary name server(s) for the Registered Name;

4.2.3. The corresponding names of those name servers;

4.2.4. Unless automatically generated by .IN Registry System, the Identity/e-KYC of the

Registrar;

4.2.5. Unless automatically generated by .IN Registry System, the expiration date of the registration; and

4.2.6. Any other data .IN Registry requires for submission, including specifically, the data elements listed in Section 4.3 of this Agreement.

4.3. Public Access to Data on Registered Names.

During the Term of this Accreditation Agreement:

4.3.1. At its own expense, Registrar shall provide an interface or link to the ccTLD WHOIS. The information to be made available shall include;

4.3.1.1. The registered name;

4.3.1.2. The names of the primary name server and secondary Name server(s) for theRegistered Name;

4.3.1.3. The identity of the Registrar (which may be provided through Registrar's Website);

4.3.1.4. The creation date of the registration;

4.3.1.5. The expiration date of the registration;

4.3.1.6. The name, postal address, e-mail address, telephone number, and(wherever available) fax number of the registrant for the Registered Name;

- 4.3.1.7.** The name, postal address, e-mail address, telephone number, and (wherever available) fax number of the technical contact for the Registered Name;
- 4.3.1.8.** The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
- 4.3.1.9.** The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name;
- 4.3.2.** Upon receiving any updates to the data elements listed in this Section 4.3 from the Registrant, Registrar shall promptly, and not later than three (3) business/working days, update its database and provide such updates to .IN Registry immediately.
- 4.3.3.** Registrar agrees and undertakes that it shall maintain an updated ccTLD WHOIS of all its Registrants. Any non-maintenance of .IN WHOIS database shall be considered as a material breach of this agreement and .IN Registry may at its sole discretion terminate the accreditation of the Registrar and NIXI shall impose a penalty equal to five times the monthly billing amount.
- 4.3.4.** The Registrar agrees that it shall not promote, participate, facilitate or deal in any manner whatsoever in data mining of Registrants details available on .IN WHOIS database for the purposes of generating spam/unsolicited content.
- 4.3.5.** The Registrar undertakes that it shall abide by .IN Registry directives/orders of the NIXI, if a prohibited status on any domain name is in place and the Registrar

undertakes that it shall not tamper with the said prohibited status for the advantage of the Registrant, itself or any other Entity/third party. In case, the Registrar violates the aforesaid condition, .IN Registry may take appropriate action as per law including the termination of the RAA.

4.3.6. Appointment of Grievance Officer:

The Registrars shall duly nominate a Grievance Officer, endowed with an officially designated email address and contact number, for the purpose of addressing and redressing grievances. Additionally, the details of grievance officer shall be given to the Registry as well as they are required to update the same on their respective websites.

4.3.7. Appointment of Indian representative by Foreign Registrar:

Each foreign registrar shall designate an Indian representative, who must have an office located in India. The designated representative shall maintain an official email address and contact number, both of which shall be used for all formal communications. It is mandatory that the designated representative be included in all official communications.

4.4 Requisites with respect to business dealings and Registrants:

4.4.1. Registrars are bound and must comply with the laws, Acts, rules & regulations and administrative Notifications/Orders etc. of the NIXI and Indian Governmental agencies concerning the Internet and also those of the .IN Registry.

4.4.2. Except for Sunrise names in the sunrise period, which shall be declared by the .IN Registry, all .IN domain names shall be registered on a first come first

serve basis.

4.4.3. Registrars shall not accept anonymous or "proxy" registrations nor shall they include information in the domain name registration for the "Registrant" or "Administrative Contact" fields that do not reflect the true registered domain name holder or administrative contact. No privacy or proxy service will be provided by any Registrar of .IN Registry to .IN/.Bharat domain name registrants. It is to be noted that violation of these provisions will constitute a material breach of the agreement and the Registrar/Registrant can invite termination of RAA by the NIXI along with the imposition of appropriate penalty.

4.4.4. The Registrar shall sign the domain name registration agreement (either in physical or in the electronic format) with the applicant. Registrar shall require all Registrants to enter into an electronic or physical registration agreement with Registrar consisting of Terms and Conditions for Registrants, which is available at .IN Registry Website, and annexed to this Agreement as Appendix-A. Registrars will explicitly impose upon their Registrants the most up to date version of .IN Registry's Terms and Conditions for Registrants concerning the use of domain names.

4.4.5. Registrants Right to Move to another Registrar of its choice:

If the Registrar obstructs or prevents a Registrant from transferring to another Registrar or fails to deliver the authorization code/password within 3 working days, the Registrant may file a complaint before .IN Registry. Upon receiving such a complaint, .IN Registry shall issue a notice to the defaulting Registrar within 3 working days and the Registrar is required to submit reply within 72 hours. Failure to respond to the notice may result in an initiation of inquiry by .IN Registry, which may impose restrictions on new registrations followed by de-accreditation.

The Registrar agrees to participate and co-operate willingly in any such inquiry initiated by .IN Registry.

4.4.6. Registrar is responsible for any and every action/omission of the resellers associated with it and even where penalties are to be imposed with respect to the interest of NIXI and/or public at large.

4.4.7. Registrars are prohibited from selling WHOIS check (name availablelookout) data.

4.4.8. Enforcement of Accurate WHOIS Data:

Registrar shall accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants and also comply with any other procedures set forth in the Registrar Accreditation Agreement.

4.4.9. Prohibition of temporary email addresses:

The Registry explicitly prohibits the use of temporary email addresses, as per the list available at the .IN Registry website, during the process of creating a domain name request and thereafter throughout the lifecycle. Registrants are required to provide a valid and permanent email address for communication and verification purposes. The Registrar shall implement appropriate measures to validate the authenticity of the provided email address. In the event that a temporary email address is being used, the Registry reserves the right to reject or suspend the domain name. The registrar will conduct annual verification process of email addresses and maintain a log, which will be provided to NIXI on regular basis.

4.4.10. Mode of payment and prohibition of cryptocurrency:

- a. Mode of Payment: All payments made to the Registrar shall be made exclusively through electronic means, including but not limited to bank transfers, online payment gateways, or any other mutually agreed electronic mode.
- b. Log of Payment- "The Registrar shall maintain accurate and up-to-date records of all payments received in connection with any transaction during domain lifecycle. These records shall include the date of payment, the amount paid, transaction id, the purpose of payment or any other relevant transaction details. The Registrar shall ensure that these records are securely stored and readily accessible for audit and verification purposes for a minimum period of domain life plus 90 days. Upon request, the Registrar shall provide Registry with access to these records within 03 working days."
- c. Prohibiting Cryptocurrency- "Registrar shall not accept any financial transactions involving cryptocurrency, including but not limited to Bitcoin, Ethereum, or any other Cryptocurrency, in relation to any transaction during domain lifecycle. All payments/transactions, shall be conducted solely using official currency recognized internationally.

4.4.11. Record of IP logs:

The Registrar shall maintain comprehensive records of all IP logs associated with the registration and management of domain names. These records shall include the IP addresses, timestamps, and relevant activity logs of all interactions between the registrar's systems and the registered domain names/registrant's system. The Registrar agrees to securely store these records for a minimum period of domain life plus 90 days from the date of each interaction. Upon written request by the Registry, the Registrar shall promptly produce the requested IP logs for inspection and verification purposes. The Registrar shall ensure that the produced logs are accurate, complete, and provided within 03 working days.

4.4.12. Mandatory e-KYC:

- a. The Registrar shall require all registrants, including foreign nationals, to undergo mandatory electronic Know Your Customer (e-KYC) procedures. Registrants, including foreign nationals, shall provide accurate, authentic and verifiable identification information and supporting documentation as requested by the Registrar.
 - i. The required documents for Indian nationals shall include, but are not limited to, Passport, Voter's Identity Card issued by the Election Commission of India, Driving License, Aadhaar card, PAN Card or any other official identification card issued by the Government of India.
 - ii. Foreign nationals are required to submit their passport, Driving License, documents issued by the Government Departments of foreign jurisdiction and letter issued by the Foreign Embassy or Mission of India, Income tax returns of the last two years or any other government issued photo identification proof such as, social security numbers, issued by the respective government of the foreign nationals as the mandatory e-KYC document.
- b. The e-KYC verification acknowledgement, of both Indian and foreign nationals, must be submitted to the Registrar within 7 days of the registration process. The Registrar shall submit a certificate of confirmation to the .IN Registry confirming the fulfillment of the aforementioned procedure.
- c. The Registrar shall be responsible for the collection and retention of e-KYC documents. In the event that the .IN Registry makes a request for the submission of said documents, the registrar is obligated to furnish them within a period of 03 working days. Failure to adhere to this timeframe shall result in the suspension of the said domain.
- d. The .IN Registry reserves the right to conduct sample checks on the e-KYC documents and WHOIS details provided by the registrants, including foreign

nationals. These sample checks may be conducted randomly or as deemed necessary by the .IN Registry. Upon receiving a request from the .IN Registry, the Registrar agrees to promptly provide the necessary information, including but not limited to e-KYC documents, WHOIS details, and any other relevant data, for the selected sample of registrants. The Registrar shall cooperate entirely with the .IN Registry in facilitating these sample checks and ensure the accuracy and completeness of the provided information.

4.4.13. Dual Authentication:

The Registrar shall implement dual authentication procedure for all the registrants, whereby the process of authentication shall be conducted through the verification of email address and verification of the designated contact number.

4.4.14. Restriction on VPN Use:

The Registrar shall implement and maintain reasonable technical measures to prevent the registration of Domains through virtual private networks (VPNs).

By registering a Domain with the Registrar, the User acknowledges and agrees to this clause and the Registrar's right to implement technical measures and verification procedures to prevent VPN use for Domain registration.

4.4.15. Demonstrate purpose of Business connection for foreigners seeking .IN domain.

- i. For registrations of .IN domain names by entities outside of India (Non-Resident/foreign Registrants), the Registrar shall require the Non-Resident/foreign Registrant to demonstrate a legitimate business connection or purpose connected to India by submitting a signed declaration outlining their business connection or purpose in India. This

declaration will be collected and verified by the Registrar at the time of registration. If required, NIXI will further evaluate the same.

- ii. The Registrar agrees to maintain a copy of the declaration submitted by the Non-Resident Registrant. The Registrar shall produce this document to the .IN Registry upon request.
- iii. In the event a Non-Resident Registrant fails to submit the required declaration, the Registrar shall place the .IN domain registration on hold.
- iv. .IN Registry reserves the sole and absolute right to accept or reject any request for registration of a .IN domain name by a foreign Registrant.

5 REGISTRY POLICIES AND PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES:

5.1.Domain-Name Dispute Resolution (if applicable): During the Term of this Accreditation Agreement, Registrar shall have in place a policy and procedure for resolution of disputes concerning Registered Names in accordance with the .IN Registry's Domain Name Dispute Resolution Policy ("Dispute Policy").

5.2. Pursuant to the Dispute Policy, Registrars must strictly comply with all requests or decisions/orders or award of the arbitrators appointed under the Dispute Policy including the procedure of examining all relevant evidence in any domain name disputes within the time frames provided therein.

5.3. Registrar's Ongoing Obligation to Comply with New or Revised Specifications and Policies:

During the Term of this Accreditation Agreement, Registrar shall comply with the terms of this Accreditation Agreement in entirety and, with any new or revised specifications (including forms of Agreement to which Registrar is a party) and policies established

by the .IN Registry.

5.4. Manner of Establishment of New and Revised Specifications and Policies.

5.4.1. The Policies are those specifications or policies established by the .IN Registry and posted on the Registry website.

5.4.2. For all purposes under this Accreditation Agreement, the Policies specifically identified by the .IN Registry shall be treated in the same manner and have the same effect as "the .IN Registry Policies". Such Policies shall be binding on Registrar.

5.5. Timeline for Compliance:

Registrar shall be afforded a reasonable period of time i.e. Thirty (30) days after receiving notice of the establishment of a specification or policy to comply with that specification or policy, taking into account any urgency involved.

5.6. Additional requirements of the .IN Registry:

In addition to the policies contained herein, Registrar shall also adhere to the procedures and requirements contained in following rules and regulations:

5.6.1. Funding Requirement:

Whosoever fulfills the requirements of becoming a Registrar and gets such an approval from .IN Registry shall have to pay a non-refundable, one-time Accreditation fee of INR 50,000/- (Indian Rupees Fifty Thousand Only) or such amount which may be decided by .IN Registry at the time of entering into this Registrar Accreditation Agreement (RAA). This fee shall not be used for billable registrations. NIXI reserves

the right to modify this one-time, non-refundable fee at its discretion. However, already accredited registrar will not get effected due to the said revision of accreditation fee.

5.6.2. Jurisdiction:

It is specifically made clear that the jurisdiction for all the disputes, relating to, involving, or in any manner affecting the interests of .IN Registry and NIXI shall be at New Delhi, India and in case dispute refers to the Court of Law, the Courts of Delhi/New Delhi shall have the jurisdiction to adjudicate the matter.

5.6.3. Access Agreement with Technical Service Provider:

IN Registry may appoint, or enter into for the purpose of smooth operation of .IN Registry, agreements with technical service provider(s). Registrar hereby agrees and undertakes that as and when required by .IN Registry, the Registrar will not object to sign new Agreement being asked by NIXI in view of the new developments/advancements in the technology and laws of the country. Further, the Registrar will enter into an agreement (called “Access Agreement”) with such other technical service provider(s) who may be appointed by .IN Registry from time to time or to execute any other document which may be required by .IN Registry within the time frame as advised by .IN Registry.

5.6.3.1. In case, the Registrar fails to execute any term/clause of such agreement and/or document, including the Access Agreement on the request of .IN Registry, .IN Registry at its sole discretion may terminate the accreditation of the Registrar at any time without assigning the reasons. In that eventually, .IN Registry shall have the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrations to other accredited Registrars at the earliest.

6. Other Terms and Conditions:

6.1. The Registrars will desist, at all times, from involving themselves, or through their resellers or by using Registrants as proxy, in any way in the squatting, grabbing, hoarding, infringement, auctioning, drop catch or selling of the .IN domain names at an exceptionally higher price than the published MRP, they are regularly charging from the public. Any such involvement of the Registrar will lead to the termination of Accreditation Agreement, monetary penalty, damages and legal action as per the provisions of the Laws applicable in India.

6.2. Registrars must have the technical competence required to successfully perform the different types of actions in the automated systems of .IN Registry (new registration, update domain, transfer domain, update contact information, update name servers etc.) The Registrar is obliged to provide the Registrant with all registration services offered by .IN Registry. The Registrar has to be able to perform all necessary domain name updates and be able to initiate transfers, when requested to do so by the Registrant, without undue delay. Registrars shall employ such employees, contractors, or agents with sufficient technical training and experience as reasonably necessary to fulfill its obligations hereunder, and to respond to and fix all technical problems.

6.3. Registrars will initiate transfer of domain names only if they are requested to do so by the Registrant. Bulk transfer transactions are an exception to the rule, as the Registrant is not involved in this transaction. Bulk transfer will be done only with prior permission in Writing with the Competent Authority of .IN Registry.

6.4. Registrars may not distribute unsolicited commercial mass advertising or solicitations through e-mail, fax or telephone to third parties with whom the Registrar does not have an established and continuous customer relationship, unless the recipient's consent has been previously obtained. However, the invitation to existing Registrants

to renew their domains and the transmission of additional information about the services offered to those Registrants shall not be considered spamming.

6.5. Registrars must grant the Registrant absolute right to choose another accredited Registrar for the domain names that the Registrar has registered or renewed. The Registrar must co-operate with the Registrant, the new Registrar, and .IN Registry for any such transfer.

6.6. Registrars shall endeavor to resolve Registrant complaints efficiently and with due diligence. They will provide each Registrant with the contact information of their customer support personnel, such as phone number, fax number, e-mail address and website URL.

6.7. Furthermore, the Registrar shall not overload the .IN Registry network, impede .IN Registry from providing its services (for example through “Denial of Service attacks”) or implement any other measure that can jeopardize the operation or stability of the .IN Registry. The Registrar shall refrain from enabling high volume, automated script running or /and electronic processes for an individual domain or very few domains, that send queries or high-volume data to the systems of .IN Registry (which may overload or damage partially/ fully technical systems of ccTLD), except as reasonably required to register domain names or modify existing registrations. In case this violation is established, .IN Registry may proceed for cancellation of the RAA/ Accreditation Agreement along with the imposition of the requisite penalty.

6.8. Registrars will allow their Registrants to use name servers other than those suggested by themselves.

6.9. Registrars shall not transmit the personal data of their Registrants from WHO IS database to third parties unless required to do so by a Competent Authority of NIXI or

Law Enforcement Agency of the Government of India or any other competent authority/Authorities of the Government of India, entitled to act in a particular case in accordance with the applicable Laws.

6.10. Registrar Reminder Policy:

Registrar will inform the Registrant at least 60 days prior to the domain name expiration date and send a reminder 30 days prior to the domain expiration date.

6.11. Registrar shall inform each Registrant of all information sent by .IN Registry to the Registrar, particularly where the information sent by .IN Registry may influence the contractual relationship between the Registrant and .IN Registry or where the information sent, concerns the potential termination of the Domain Name Registration. This includes the instances such as notifying Registrants of any guidelines or directives issued by the Registry like modification in payment methods or mandatory submission of e-KYC details etc.

6.12. Registrar must send a written notification to the Registrant when deletion of a domain name is outside the Grace Period. Registrar will store and disclose the said notification to .IN Registry and Registrant upon request.

7. FORCE MAJEURE:

- a. No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a breach of this Agreement if such failure or omission arises

from any of the causes beyond the reasonable control of that Party, including, without limitation, war, warlike operation, insurrection, riot, fire, explosion, accident, governmental Notifications/Notices/Act, material control regulations or orders, act of God, act of the public enemy, epidemic and quarantine restriction, any malicious attack, phishing and computer virus etc. provided that the non-performing party has provided the other party with prompt written notice of the obligations, it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents Registrar from performing its obligations under this Agreement, does not end within thirty (30) days, then .IN Registry shall be entitled to terminate this Agreement by issuing ten (10) days prior written notice to other party.

8. NO PARTNERSHIP:

Registrar is serving as an independent entity to .IN Registry hereunder, and this Agreement creates No-Partnership, pooling or joint venture relationship between the parties in any manner and no employment relationship between .IN Registry and the employees, consultants, contractors or representatives assigned by Registrar to perform .IN Registry Services hereunder. Neither party has authority to act for or bind the other party in any manner whatsoever.

9. MISCELLANEOUS PROVISIONS:

9.1. Term of Accreditation Agreement;

The term of this Agreement shall commence on the Effective Date (with the acceptance by both the parties through signature of Authorized person of the respective party) and shall continue until terminated by either Party in accordance with the terms of this Agreement.

9.2. Termination of Accreditation Agreement by Registrar:

Registrar may terminate this Accreditation Agreement before its expiration by giving the .IN Registry thirty (30) calendar day's written notice on prior basis. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to the .IN Registry pursuant to this Accreditation Agreement.

9.3. Termination of Accreditation Agreement by the .IN Registry:

This Accreditation Agreement may be terminated before its expiration by the .IN Registry in any of the following circumstances:

9.3.1. There was/is a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

9.3.2. Registrars convicted by a Court of Law (India or any other jurisdiction of foreign nation) for a criminal act or otherwise or other serious offence related to financial Misdemeanor, illegal activities, or is found to have committed fraud or breach of fiduciary duty by a court of law or is the subject of a judicial

determination that .IN Registry reasonably deems as the substantive equivalent of those offences; or;

9.3.2.1. Is disciplined by the government of its domicile for conduct involving in dishonesty or facilitating misuse of funds of others.

9.3.3. Any officer or director of Registrar is convicted for a criminal act or otherwise of misdemeanor related to financial activities, or found to have committed fraud or breach of fiduciary duty by a court of law to have committed fraud or breach of fiduciary duty or is the subject of a judicial determination that the .IN Registry deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

9.3.4. Registrar fails to cure any breach/violation of this Accreditation Agreement within ten (10) business days after the issuance of notice in this regard by .IN Registry to Registrar.

9.3.5. Registrar continues to act in a manner that the .IN Registry has determined as a danger to the stability or operational integrity of the Internet or .IN Registry System after receiving three (3) calendar days' notice of that determination.

9.3.6. Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted/pending in any Court(s) by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business.

9.3.7. Termination for Non-Compliance Clause:

In the event that the Registrar fails to comply with any request made by the .IN Registry or any Law Enforcement Agency (LEA) in connection with the services outlined in this agreement, including but not limited to production of e-KYC documents for the purpose of verification, production of IP logs and payment logs, etc. within three (03) working days of the said request being made, the .IN Registry reserves the right to terminate this agreement.

9.3.8. Immediate Termination for Malicious or Unlawful Activity Clause:

If the Registrar is found guilty of engaging in any malicious or unlawful activity in relation to the services provided under this agreement, including but not limited to, any breach of obligations, engaging in drop-catch activity, or any activity that violates applicable laws or regulations, the Registry shall have the right to terminate this agreement with immediate effect

9.4. Effect of Termination; upon the expiration or termination of this Agreement for any reasons as mentioned above:

9.4.1. .IN Registry shall immediately transfer sponsorship of Registered Names (domains) of terminated registrar to another .IN Registry- Accredited Registrar in compliance with any procedures established or approved by .IN Registry.

9.4.2. For Overseas Registrars: This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.4.3. Term of Accreditation Agreement: The term of this agreement shall

commence on the Effective Date and shall continue until terminated by either party in accordance with the terms of this agreement.

9.4.3.1. De-Accreditation Registrar Transition Procedure:

In consonance with Clause 9.4.3.1. above, the de-accreditation procedure of the registrar is as follows: -

- The first step in the selection of a gaining registrar by the .IN Registry is a solicitation of statements of interest through the posting of a Request for Information (RFI) at www.registry.in and distribution through the Registrar mailing list. The RFI will request that applicants submit an application within a time frame of approximately one week. The responses should include details about the applicant-registrar's qualifications, such as ability to technically manage the transition of registrations and capacity to provide competent customer service to new registrants.
- The gaining Registrar will be selected by auction amongst Registrars actively selling .IN domains for more than a year, and on whom no penalty has ever been imposed by .IN Registry.
- No bulk transfer fees will be charged.
- .IN Registry and gaining Registrar will inform all the Registrants by email, as well as by public announcement on the .IN Registry website.
- If NO qualified gaining registrar can be located through the Gaining Registrar Selection Process, .IN Registry can: -
 - o temporarily operate the registrar through its "terminated registrar" registry account and establish a deadline by which all registrants must transfer their names out;

- o operate the de-accredited registrar indefinitely by providing unlocking and auth-code services to registrants;
- o retain the services of a registrar backend service (or backend and customer service) provider either temporarily or indefinitely;
- o compensate a registrar to receive the bulk transfer;
- o offer a temporary accreditation to potential gaining registrars.

9.4.4. Limitations on Liability for Violations of this Accreditation Agreement:

IN NO EVENT EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW,

except that such limitation shall not apply to claims arising pursuant to Section 9.7 (Indemnification), Section 6 (Registrar Terms and Conditions), Section 9.13 (Confidential Information) and Section 9.17 (Intellectual Property).

9.4.5. Limitation of Liability in terms of RAA:

NIXI and its directors, officers, employees, agents or representatives shall not have any liability with respect to the Registrar for any economic, financial consequential, indirect, incidental or special damages in any manner or in any circumstances. Further, in any case any domain name is created or registered by a Registrar and a dispute case arises over it, the said Registrar shall be solely responsible for any loss or liability or penalty and not NIXI.

9.5. Indemnification:

Registrar, at its own expense agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the .IN Registry, the Registry Services Provider, and their directors, officers, employees, representatives, agents, affiliates, and stockholders (along with the .IN Registry and .IN Registry Services Provider, each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any product or service of Registrar; (ii) any agreement, including Registrar's dispute policy, with any Registrant or reseller; or (iii) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, claims relating to technical defects or shortcomings, or any other business conducted by Registrar; provided, however, that in any such case: (a) the .IN Registry or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, the .IN Registry or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses the .IN Registry and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld.

Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the .IN Registry and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

Notwithstanding the other provisions in this Agreement, the Registrar agrees that this indemnification obligation shall survive the termination or expiration of this Registration agreement.

9.6. No Third-Party Beneficiaries:

This Accreditation Agreement shall not be construed to create any obligation and benefit by either the .IN Registry or Registrar to any non-party to this Accreditation Agreement, including any Registrant.

9.7. Notices, Designations, and Specifications:

Any notice or other communication required or permitted to be delivered to any party under this Accreditation Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered Post/Mail, by courier or express delivery service, any other mailing services prevalent at that time, by e-mail, or by tele-copier/fax to the addressee or telecopier/fax number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from the .IN Registry to Registrar at such time as the .IN Registry posts any notice, update, modification or other information on its website, so long as such notice, update, modification or other information is intended for all accredited Registrars generally (e.g., adoption of a new ccTLD Policy). Aforesaid communication shall be effective upon earliest receipt of the same by any of the modes mentioned herein above.

Dispute Resolution and Jurisdiction:

Both the parties agree that any disputes arising out of this Agreement shall be resolved

through mutual negotiations, failing which through Arbitration, conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The Arbitral Tribunal shall consist of three (3) arbitrators wherein both the parties shall appoint respective arbitrator i.e. one each. The third Arbitrator shall be appointed by the two (2) Arbitrators appointed by the parties and shall act as the Presiding arbitrator. In the event, two Arbitrators (one each), so appointed by the parties, are unable to reach upon a consensus on the name of the Presiding Arbitrator within a period of 30 days from the date of appointment, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

9.7.1. The venue for the arbitration proceedings shall be at New Delhi, India and the language of the arbitration proceedings shall be English.

9.7.2. The Arbitral Tribunal shall give reasonable award and the same shall be final, conclusive and binding on the parties.

9.7.3. The fees of the arbitrator shall be borne by the respective parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

9.8. Notices:

Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier/fax to the address or telecopier/fax number) and set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

to Registrar:

with a copy to:

to NIXI:

National Internet Exchange of India

Email: legal@nixi.in

9.9. Assignment/Sublicense:

Except as otherwise expressly provided herein, the provisions of this Agreement shall be binding upon, the successors and permitted assigns of the Parties thereto. Registrar shall not assign, sublicense, or transfer its rights or obligations under this Agreement, in whole or in part, to any third Party/Person, including reseller without the prior written consent/ expressed permission of .IN Registry.

9.10. Confidential Information:

Registrar agrees and acknowledges that the terms and conditions of this Agreement are the confidential and proprietary information ("Confidential Information"). Accordingly, Registrar agrees that, during the Term of this Agreement and thereafter, Registrar shall restrict disclosure of such Confidential Information to its employees, consultants, or independent contractors on need-to-know basis and not disclose such Confidential Information to any other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Registrar to disclose Confidential Information if required by law or in a judicial or other governmental investigation proceeding, provided that .IN Registry has been given prior notice.

9.11. Press Releases; Public Statements; Disclosure of Terms:

Except for such disclosures as are required by law, no public announcements or other public statements (including in any press conference, trade publication, marketing materials or otherwise), and no disclosure to any third party with respect to the existence, subject matter and/or terms of this Agreement shall be made by Registrar without the prior written approval of .IN Registry.

9.12. Delays or Omissions; Waivers:

No failure on the part of .IN Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of .IN Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither .IN Registry nor its Registry Services Provider shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.13. Rule of Construction/Interpretation:

The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

9.14. Intellectual Property:

Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Both Parties recognize that they shall have no right, title, interest or claim over the others' intellectual property.

9.15. Entire Agreement Severability:

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

9.16. Survival:

Notwithstanding anything is contrary to this Agreement, termination or expiration of this Agreement shall not relieve either party of its obligations that expressly or by implication survives termination, and shall include with limitation the provision relating

to Section 9.7 (Indemnification), Section 6 (Registrar's Obligations), Section 9.17 (Intellectual Property) and Section 9.13 (Confidential Information).

9.17. Amendments:

This Agreement may be amended only by a written agreement signed by authorized representatives of both parties. Notwithstanding anything mentioned here above, .IN Registry at its discretion may post/publish new or amended Policies and/or Advisories on at the .IN Registry Website from time to time and the Registrar accepts that by virtue of their publication on such a website the Registrar shall deemed to have notice of such new or amended Policies and/or Advisories and shall be obligated to perform the same.

9.18. Application of Law:

In addition to any other rights herein or under the law, the .IN Registry/NIXI shall have the right at any time to give notice in writing to the Registrarterminating this Agreement forthwith in case the Registrar commits misconduct or a breach of any of the terms herein or it does any act of insolvency or the Registrar is prevented from performing his duties hereunder for any reasons whatsoever or the Registrar is guilty of any conduct prejudicial to theinterests of the .IN Registry/NIXI and Government of India.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

National Internet Exchange of India

By:_____

Name:_____

Title:_____

[Registrar]

By:_____

Name:_____

Title: _____

Appendix-A

TERMS AND CONDITIONS FOR REGISTRANTS

All registrants of .IN Domain names will be bound by the following terms and conditions, which may be amended by .INRegistry from time to time.

1. Contact Details: The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes, in case of a Registrant that is an organization, association, or corporation. The email address submitted in the contact information will be that of the Registrant only. This correct information should be available in WHOIS of .IN Registry, and it is the duty of the Registrant to check this information

from time to time and make sure that it is up-to-date.

2. Inaccurate Information: A Registrant's willful or grossly negligent provision of inaccurate, false or unreliable information, and in the event the registrant willfully or grossly neglects to promptly update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the Registrar and be a basis for cancellation of the Registered Name, and any other action under the relevant laws of India.

3. Proxy/Privacy Services: Any kind of proxy services are not allowed, and if the data is wrong or masked out by any proxy/ privilege protection services, the Registrant shall not be recognized as the owner of the domain name.

4. No illegal/ obscene Content: The Registrant undertakes that it shall not register a domain name which is contrary to public policy and that the Content of the website shall not be violative of any Indian Laws.

5. Lawful Usage of Domain Name: The Registrant shall use the domain name in such a way that it does not violate any third-party rights, applicable laws or regulations, including discrimination on the basis of race, language, sex or religion and the Registrant further warrants that it shall not register or use the domain name in bad faith or for any unlawful purpose.

6. .IN Registry considers illegal or fraudulent actions, spamming, using email in denial-of-service attacks, Phishing, Pharming, Botnet command and control, Distribution of pornography, Illegal Access to other computer and networks etc. as

abusive use of domain name. Registry can suspend the Registered name in such cases and initiate action accordingly. Further, Fast Flux hosting may be used only with prior permission of .IN Registry.

7. Fees and Payment: Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name.

8. Limitation of Liability: The Registrant shall be liable for any costs, expenses or damages incurred by the Registry for any breach of these Terms and Conditions. Furthermore, the Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties to this Agreement, and shall compensate the Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for the registration or the use of the Domain Name by the Registrant infringes the rights of said third parties.

9. Term, Renewal of the Domain Name Registration: The Registry is under no obligation to inform the Registrant in advance, when the Term of a domain name registration is about to expire. Registrant is fully responsible for ensuring that renewal is done well in time.

10. Suspension/ Cancellation of Domain Names: The .IN Registry shall be entitled to immediately suspend or cancel the Domain Name Registration, when the Registrant is in breach of the Terms and Conditions as enshrined here.

11. .IN Dispute Resolution Policy and Procedure (INDRP): A Registrant is

required to submit to mandatory arbitration proceedings in the event a complainant files a complaint with .IN Registry, against a registrant on the basis of unlawful registration of a domain name. The arbitration proceedings shall be conducted by one of .IN Registry Empanelled Arbitrators, in accordance with Dispute Resolution Policy and Procedure and Arbitration & Conciliation Act, 19

12. Reservation of Rights for the .IN Registry: The .IN Registry reserves the right to instruct its Registry Services Provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary or place any domain name(s) on registry lock and/or put a domain name on hold in its discretion: (1) to protect the integrity and stability of .IN Registry; (2) to comply with any applicable laws, Indian government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the

.IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives and employees; (4) for violations of this Agreement; or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to freeze a domain name during resolution of a dispute pending before arbitrator(s) appointed under Registry's Domain Name Dispute Resolution Policy and/or a court of competent jurisdiction.

Appendix B

List of Temporary Email Address Services

1. Guerrilla Mail

Website: <https://www.guerrillamail.com>

2. 10 Minute Mail

Website: <https://10minutemail.com>

3. Temp Mail

Website: <https://temp-mail.org>

4. Mailinator

Website: <https://www.mailinator.com>

5. EmailOnDeck

Website: <https://www.emailondeck.com>

Encrypted Email Services

1. ProtonMail

Website: <https://proton.me/mail>

2. Tutanota

Website: <https://tutanota.com>

3. Mailfence

Website: <https://mailfence.com>

4. Hushmail

Website: <https://www.hushmail.com>

5. StartMail

Website: <https://www.startmail.com>