

DRAFT PROPOSED TERMS AND CONDITIONS
As November, 2010

*Please note that this is a "draft" version of proposed Terms and Conditions
that has not been approved as final.*

Registrar Accreditation Application – Terms and Conditions

By submitting this registrar accreditation application to ICANN, the Applicant understands and agrees that the [Instructions for Completing the ICANN Accreditation Application](#) and the following terms and conditions (collectively, the **Application Terms**) apply to its application.

1. Disclosure.

The Applicant declares that all information and any documents submitted with its application are true, accurate and complete to the best of Applicant's knowledge.

Any material misstatement, omission or misrepresentation in an application may cause ICANN to reject the application without refund of any application fees.

The Applicant must notify ICANN in writing of any change in circumstances that would make any information provided in its application false or misleading.

2. Legal Authority.

The Applicant has the legal authority to:

- (a) submit this application;
- (b) make all disclosures, grant the permissions and perform its obligations required by the Application Terms; and
- (c) enter into the Registrar Accreditation Agreement with ICANN if its application is approved.

3. Individuals & Sole Proprietorships Ineligible.

Individuals and Sole Proprietorships are not eligible for ICANN accreditation.

4. Application Process.

The registrar accreditation application must be submitted in the format required by ICANN set out in the [Instructions for Completing the ICANN Accreditation Application](#). ICANN is entitled, at any time, to decline or not to proceed with an application. ICANN may reject any application that ICANN is prohibited from considering by law or policy.

ICANN does not guarantee or make any assurance that an application will be approved or will result in the official ICANN accreditation of the Applicant as a registrar.

5. Application Fees.

The Applicant agrees to pay the non-refundable application fee on submission of this application to ICANN.

6. Withdrawal of an Application.

The Applicant may withdraw its application by written notice to ICANN. No additional application fee will be required to be paid if a new application is submitted within one year from the date of ICANN's receipt of the Applicant's first withdrawn application.

7. Application Approval and Accreditation.

If ICANN agrees to approve the proposed accreditation application, the Applicant will enter into the Registrar Accreditation Agreement with ICANN in the form published on the ICANN website <http://www.icann.org/en/registrars/ra-agreement-21may09-en.htm> and in force at the time of approval. Official ICANN Registrar accreditation is attained only after entering in the Registrar Accreditation Agreement with ICANN and paying the full accreditation fee for the

first year of accreditation.

The Applicant may not resell, assign, or transfer any of its rights or obligations in connection with its application.

8. Permissions.

The Applicant authorizes ICANN to:

- (a) use its name and logo in ICANN's public announcements and website regarding its application and any related activities;
- (b) contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in its application; and
- (c) subject to the confidentiality provisions of these Application Terms, disclose, share or publish any information or material submitted to, or obtained by ICANN in connection with its application, including any personal, technical or financial information.

9. Indemnity and Limitation of Liability.

The Applicant agrees to indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the ICANN Affiliated Parties) from and against any and all claims, loss or damages, arising out of or relating to ICANN's review, approval or rejection of the application.

To the maximum extent permitted by law, ICANN's aggregate monetary liability in relation to the review of any application shall not exceed the amount of application fees paid by the Applicant. The Applicant accepts the risk inherent in the application process and understands that any application fees, capital expenses or other start-up costs and any revenues or profits (actual or anticipated) may not be recoverable or realized.

10. Confidential Information.

The Applicant should refer to Section V of the [Instructions for Completing the ICANN Accreditation Application](#) if it intends to submit confidential material with its application.

Except for information which is given confidential treatment, the Applicant understands and agrees that ICANN has no obligation to keep any other part of the application material submitted confidential.

11. Transfer of Registrar Accreditation

Where the Applicant is seeking the transfer of an existing registrar's accreditation, on the execution of an approved Registrar Accreditation Agreement with ICANN, the Applicant agrees to assume and be responsible for all obligations and liabilities (including unpaid fees) of the transferring registrar under the existing Registrar Accreditation Agreement between the transferring registrar and ICANN.

12. Non-English Reference Material.

Non-English materials made available by ICANN are for general reference only. The Applicant agrees that the English version of ICANN application materials including these Application Terms is the legal version that binds the parties.

In the event of any inconsistency between translated versions of the application materials and the English language version, the English version will apply.