



Legal & Service Agreements

REGISTRATION OF DOMAIN NAMES AGREEMENT

The BermudaNIC Registrar may change the terms and conditions of the Policy Statement from time to time as provided in this Policy Statement.

1. DEFINITIONS

1.1 Administrative Contact means the in-house or in-office person responsible for the Domain Name and to whom all enquiries relating to the Domain Name may be sent (particularly where the Registrant is a commercial / business entity).

1.2 Domain Name Registrant is the Applicant Person or Entity who submits an application for registration.

1.3 Domain Name means the Domain Name assigned by the BermudaNIC Registry to the Registrant.

1.4 Domain Name Registered Agent means the "Third Party" authorised person or organisation who manages the Domain Name on behalf of the Registrant (including conducting the Domain Name registration or renewal).

1.5 Technical Contact means the Person or Entity who provides technical support with hosting the Domain Name on the Internet or creating the e-mail address.

1.6 Validation Process means the BermudaNIC Registry's mandatory administrative verification and review process which includes an internet search of the proposed Domain Name to ensure that the Intellectual Property Rights, registered companies or business names of a Third Party, or words and phrases of national importance or significance to Bermuda are not being registered by a Person or Entity who is either not the licensed or authorised to do so.

1.7 Dispute Policy means the Dispute Resolution Policy for Domain Names registered with the BermudaNIC Registry, and published on the World Wide Web at bermudanic.bm.

1.8 Domain Name Database means a database containing the zone file(s) of one or more Internet Domain Names, including lower-level Domain Names, corresponding Internet Protocol addresses and related data.

1.9 Fees mean the \$100 cost to register a new domain name or the \$65 renewal cost of a currently registered domain name.

1.10 Refund means the return of any fees paid to the BermudaNIC Registry, in the event that a domain name is declined and not registered.

1.11 Registrant means the entity in whose name the Domain Name has been registered, incorporating also the obligations of the Registrant as Applicant.

1.12 Registry means the BermudaNIC operator that maintains the database and sets policies for the .BM domain name registrations, Registrar General, Registry General Department, Ministry of Home Affairs.

1.13 Registrar means the organization or entity that manages the reservations of the .BM domain names, Registrar General Department, Ministry of Home Affairs.

1.14 Registration means all information supplied by the Registrant and contained within the BermudaNIC Registrar database records.

1.15 Registration Agreement means the:

(i) Terms and Conditions for the Registration of an Internet Domain Name; and,

(ii) Domain Name Registration Rules.

1.16 Renewal means to renew a domain name for a one year period.

1.17 Terms and Conditions means the BermudaNIC Registry's terms and conditions governing the registration and use of a Domain Name registered with the BermudaNIC Registry and published on the World Wide Web at bermudanic.bm.

1.18 Transferee means anybody or entity to which the Domain Name is assigned.

2. SCOPE

2.1 These Terms and Conditions shall apply to any application to register an Internet Domain Name with the Registrar General and the subsequent registration and use, direct or indirect, of the Domain Name.

2.2 By submitting a registration for a Domain Name and acceptance by the BermudaNIC Registry, the Registrant acknowledges that it has read the Terms and Conditions.

2.3 In the event that a Domain Name is registered in the BermudaNIC Registry's Domain Name database and assigned to the Registrant, the Registrant agrees to be bound by the Registration Agreement including these Terms and Conditions.

2.4 Only the following entities (with an address in Bermuda) will be permitted to apply to BermudaNIC for the registration of, and to hold and maintain the registration of a .BM ccTLD Domain Name:

(a) Corporation: A corporation, entity or organization that is incorporated in Bermuda under the provisions of the Companies Act 1981 and any subsequent amendment thereto.

(b) Registered Charity: An unincorporated organization, association, or club registered under the Charities Act 2014; and any subsequent amendment thereto.

(c) Residents of Bermuda: Individuals permanently residing in Bermuda; must provide proof of local address.

3. WHOIS SEARCH

Once the Applicant is satisfied that it meets the Requirements for Registrants outlined above, the Applicant should conduct a Domain Name search to see if the Domain Name is available for registration.

4. ACCURACY OF INFORMATION

4.1 For the purposes of applying to register the Domain Name, the Registrant shall be required to provide the information requested during the application process. The BermudaNIC Registry shall take reasonable precautions to protect all such information from loss, misuse, unauthorised access or disclosure, alteration or destruction. The Registrant shall be required to provide and maintain at all times in the Whois an address in Bermuda.

4.2 By applying to register a Domain Name, the Registrant represents and warrants that, to the best of the Registrant's knowledge and belief, any information provided in the Domain Name Application is true and correct, including but not limited to the following:

- (i) The Registrant details (that is, the name of the individual person, business, company or organization -- aliases are completely unacceptable);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person as oppose to a company); and,
- (iii) contact details of the Registrant including e-mail address and telephone number.
- (iv) name and contact details of the Domain Name Registered Agent;
- (v) name and contact details of the Technical Contact;

4.3 The Registrant represents and warrants that any future changes to the information provided in the Domain Name application required to maintain its accuracy shall be provided to the BermudaNIC Registry in an expeditious manner in accordance with the Domain Name modification procedures in place at that time.

4.4 The BermudaNIC Registry shall have no obligation to screen information submitted by the Registrant to determine the accuracy of the information held by the BermudaNIC Registry nor to determine whether the information may infringe upon the right(s) of a third party, but may rely on the representations and warranties provided by the Registrant. The Registrant agrees that, by the registration of the Domain Name, such registration does not confer immunity from objection to either the registration or use of the Domain Name by any party.

4.5 The BermudaNIC Registry reserves the right to cancel the Domain Name if this Registration Agreement, or subsequent modification thereto, contains false or misleading information, or conceals or omits any information the BermudaNIC Registry would likely have considered material to its decision to accept the Domain Name Application and assign the Domain Name to the Registrant.

4.6 A Registrant's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to the BermudaNIC Registry, or its failure to respond for over fifteen (15) calendar days to inquiries by the BermudaNIC Registry concerning the accuracy of contact details associated with the Domain Name shall constitute a material breach of the Registration Agreement and shall be a basis for cancellation of the registration of the Domain Name.

4.7 The Registrant represents and warrants that it has exercised its best efforts to determine that neither the registration of the Domain Name nor the manner in which it will be directly or indirectly used shall infringe upon or otherwise violate the legal rights of any third party.

4.8 The Registrant represents and warrants that, to the best of the Registrant's knowledge, the registration and use, direct or indirect, of the Domain Name does not and will not violate any applicable laws or regulations, and is not in bad faith.

4.9 The Registrant represents and warrants that the registration and use of the Domain Name is made for a lawful purpose and is not in bad faith.

4.10 The following circumstances, in particular, but without limitation, are deemed to be evidence of bad faith whether by registration or use of a Domain Name:

- (i) where a domain name is identical or confusingly similar to a trademark or service mark, or another domain name (whether through a deliberate misspelling of a domain name or otherwise);
- (ii) where a Registrant has intentionally attempted to attract, for commercial gain, Internet users to his web site or other on-line location, by creating a likelihood of confusion with an existing Intellectual Property and / or company, individual, or domain name as to the source, sponsorship, affiliation, or endorsement of his web site or location or of a product or service on his web site or location;
- (vi) where the Registrant has registered the domain name primarily for the purpose of disrupting the business of a competitor.
- (iii) where a Registrant has registered the domain name in order to prevent the owner of an IP or company from reflecting the name in a corresponding domain name;
- (iv) where the Registrant has no rights or legitimate interests in respect of the domain name; and / or,
- (v) where the Registrant has registered or have acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to a Third Party who is the owner of the IP or company or to a competitor of that Third Party, for

valuable consideration in excess of your documented out-of-pocket costs directly related to the domain name.

4.11 In the event the Registrant licenses the use of the Domain Name to a third party, the Registrant shall nonetheless continue to be considered the holder of record of the Domain Name and shall be responsible for (i) providing its own full contact information, (ii) and for providing and updating accurate technical, administrative and other contact information adequate to facilitate timely resolution of any problems that may arise in connection with the Domain Name.

4.12 The BermudaNIC Registry shall, upon notification by any person of an inaccuracy in the information provided in the application process, take reasonable steps to investigate that claimed inaccuracy. In the event the BermudaNIC Registry ascertains that inaccurate information has been provided it shall take reasonable steps to correct any such inaccuracy.

4.13 The BermudaNIC Registry's remedies against the Registrant for any breach of the above clauses shall continue to be available notwithstanding any modification, surrender, cancellation or transfer of the registration of the Domain Name.

5. VALIDATION PROCSS

5.1 As part of the BermudaNIC Registration process, each domain name application is verified and reviewed which includes:

- a) an internet search of the Domain Name against Third Party Intellectual Property Rights, companies, businesses, or individual persons' names;
- b) Verification of the Registrants / Domain Account Information including:
 - (i) Clear and full details of whether the domain name is either a made-up word, or the name of or acronym for an Individual, Company, Business, or Organisation;
 - (ii) Clear and full details of the business and / or activity associated with the use of the domain name.
 - (iii) Where a Registrant is an entity, be it a regular Company, Charity, or Organisation, documentary evidence must be provided to demonstrate its legal registration.
 - (iv) Completion of the General Authorizarion of Agent Form where a "Third Party" person or organisation is authorised to manage the Domain Name Account on behalf of the Registrant (including conducting the Domain Name registration or renewal).
 - (v) Where a Registrant is an individual, proof of Bermudian Residency must be provided.
 - (vi) Where a Registrant is an individual, acting on his own behalf, who seeks to register as a domain name for commercial or business purposes, a business license must be

provided or proof that a business license is being applied for (i.e. receipt of payment of license fee or a letter of intent).

6. CONFIDENTIALITY

6.1 By submitting the Domain Name Application and in the event that the Domain Name is registered, the Registrant and the Registrant's agent (where applicable) hereby give their consent to the inclusion of their names, contact details and other details relating to the registration of the Domain Name in the Domain Name Database.

6.2 The BermudaNIC Registry shall be permitted by the Registrant and the Administrative and Technical Contacts and / or the Registrant's agent to allow other organisations and members of the public to access, through Whois services, any information provided by the Registrant in connection with the Domain Name for the purpose of obtaining information about the registration of the Domain Name or any other related purpose.

6.3 The Registrant or the Registrant's agent, as the case may be, shall expressly obtain the consent of third party individuals whose personal data is to be held in the Domain Name Database and if such consent is withheld or withdrawn then the agent shall immediately terminate the registration.

7. FIRST COME, FIRST SERVED

The BermudaNIC Registry shall register Domain Names on a first come, first served basis. The Registrant agrees not to take any steps in reliance upon the prospective registration of a Domain Name before it becomes a registration entered in the Register of Domain Name Database.

8. RIGHT OF REFUSAL

8.1 The BermudaNIC Registry, in its sole and absolute discretion, reserves the right to refuse to register a Domain Name.

8.2 The Registrant agrees that the submission of an application to register a Domain Name does not in any way obligate the BermudaNIC Registry.

8.3 The Registrant agrees that the BermudaNIC Registry shall not be liable for loss or damages that may result from the BermudaNIC Registry's refusal to accept an application by the Registrant to register a Domain Name.

8.4 The BermudaNIC Registry agrees to refund the applicant of any fees paid, in the event that a Domain Name fails the validation process and is not registered.

9. DISPUTE POLICY

In the event that the Domain Name is registered, the Registrant agrees to be bound by the Dispute Policy which is incorporated herein by reference and made a part hereof. The version of the Dispute Policy currently in effect can be found at: bermudanic.bm.

10. THIRD PARTY COMPLAINTS

The Registrant agrees that any third party dispute arising out of or in connection with the registration and use of the Domain Name shall be subject to the provisions specified in the Dispute Policy.

11. AGENTS

11.1 The Registrant agrees that if this Registration Agreement is completed by an agent for the Registrant, such as an ISP or Administrative Contact / Agent, the Registrant is nonetheless bound as a principal by all terms of the Registration Agreement.

11.2 The acceptance of the Registration Agreement by any agent for the Registrant (whether by e-mail or other means) shall bind such agent as if it were a principal to the Registration Agreement.

11.3 The Registrant contact information in the Whois must in any event include an address in Bermuda.

12. BREACH

The Registrant agrees that failure to abide by any provision of the Registration Agreement may be considered by the BermudaNIC Registry to be a material breach and that the BermudaNIC Registry may provide a written notice, describing the breach, to the Registrant. If, within thirty (30) days of the date of mailing such notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the BermudaNIC Registry that it has not breached its obligations, then the BermudaNIC Registry may delete the Registrant's registration of the Domain Name and without prejudice to any other remedies to which the BermudaNIC Registry may be entitled. Any such breach by a Registrant shall not be deemed to be excused simply because the BermudaNIC Registry did not act earlier in response to that, or any other, breach by the Registrant.

13. CANCELLATIONS, **SUSPENSIONS**, TRANSFERS, AND CHANGES.

13.1 The BermudaNIC Registry reserves the right to cancel, suspend, transfer, or otherwise make changes to domain name registrations under the following circumstances:

- (i) The BermudaNIC Registry's receipt of written or appropriate electronic instructions from the Registrant or the Registrant's agent to take such action;
- (ii) The BermudaNIC Registry's receipt of an order from the Supreme Court of Bermuda or a designated arbitral tribunal, of competent jurisdiction, requiring such action;
- (iii) The BermudaNIC Registry's receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which the Registrant was a party pursuant to the Dispute Policy; (See Dispute Policy).

13.2 In the event of a material breach by the Registrant of any provision of the Registration Agreement, the BermudaNIC Registry, in its sole and absolute discretion, shall have the right to cancel or suspend the Domain Name registration, without any entitlements for the Registrant and without prejudice to any other remedies to which the BermudaNIC Registry may be entitled.

13.3 The BermudaNIC Registry also reserves the right to cancel / revoke, transfer or otherwise make changes to the Domain Name registration in accordance with other legal and /or administrative requirements.

13.4 The BermudaNIC Registry also reserves the right to cancel, suspend, transfer or otherwise make changes to the Domain Name registration:

- (i) where, but not limited to, the following prohibited activities are found or discovered:
 - a. spamming;
 - b. intellectual property and privacy violations;
 - c. obscene speech or materials;
 - d. defamatory or abusive language;
 - e. forging headers, return addresses and internet protocol addresses;
 - f. illegal or unauthorized access to other computers or networks;
 - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and,
 - h. any other illegal or prohibited activities as determined by the Registry.
- (ii) in order to protect the integrity and stability of the BermudaNIC Registry and the Government of Bermuda;
- (iii) where such Domain Name is placed under reserved names list at any time as required by ICANN Consensus Policy;
- (iv) if it is in the best interest of the BermudaNIC Registry and / or the Government of Bermuda, in Registry's sole discretion; and / or,
- (v) where a Registrant fails to make payment to the BermudaNIC Registry for registration, renewal or any other relevant services.

14. CIRCUMSTANCES OF TRANSFER

14.1 A Registrant may transfer its Domain Name to a proposed new Registrant if:

- (i) The Registrant sells part or all of its business operations or assets to the proposed new Registrant, and the Deed of Sale includes the transfer of the Domain Name; or
- (ii) The Registrant assigns part or all of its intellectual property rights to the proposed new Registrant, and the Deed of Assignment includes the transfer of the Domain Name; or
- (iii) Where the Registrant is a legal entity, the Registrant is liquidated or enters into administration and the liquidator or administrator authorises the transfer of the Domain Name to the proposed new Registrant; or
- (iv) The Registrant and the proposed new Registrant are legal entities belonging to the same group of related entities; or
- (v) The Registrant is holding the Domain Name in its capacity as an agent of the proposed new Registrant, and at the time of registration the Registrant had entered into an agreement to transfer the Domain Name to the proposed new Registrant at a future date; or
- (vi) A competent arbitrator, tribunal, court or legislative body orders the Registrant to transfer its Domain Name to the proposed new Registrant, as in the case of a proceeding under the .bm Dispute Policy; or
- (vii) The Registrant has entered into an agreement to transfer its Domain Name to the proposed new Registrant in settlement of a dispute between the parties, and the Deed of Settlement includes the transfer of the Domain Name licence; and the proposed new Registrant is eligible to hold the Domain Name according to the relevant eligibility and allocation rules; and the transfer does not constitute a breach of the prohibition on sale of a Domain Name by a Registrant.

14.2 A request for transfer of a Domain Name that does not qualify under the terms of this agreement will be denied by the BermudaNIC Registry. In the event that the Registrant is unable or no longer eligible to hold the Domain Name, then the Domain Name must be surrendered and the Domain Name deleted from the Domain Name Database under the normal deletion process.

15. TRANSFER PROCESS

15.1 To process the transfer of a Domain Name, the Registrant must submit a written request for transfer that explains the circumstances of the transfer and is signed by the Registrant, or authorized representative (a request by telephone or email is not acceptable) together with a signed document by the proposed new Registrant, or an authorised representative of the proposed new Registrant agreeing to the transfer.

15.2 The BermudaNIC Registry reserves the right to investigate any transfer of a Domain Name under this agreement, and to request that the Registrant and/or the proposed new Registrant provide supporting documentary evidence for the transfer.

16. DELETION PROCESS

A Domain Name may be removed from the Domain Name Database under the following conditions:

16.1 The BermudaNIC Registry's receipt of written or appropriate electronic instructions from the Registrant or the Registrant's agent to take such action;

16.2 As part of a transfer to another organization. When a name is transferred from one organization to another, the BermudaNIC Registry will first delete the existing record and then process a new registration;

16.3 In the case of a Domain Name that is deleted the Domain Name is removed from the DNS.

17. VALIDATION OF REGISTRATION REQUEST

Registration Requests and all other requests will be validated according to the following criteria before being processed:

(a) Registration Requests must be in the format specified by the BermudaNIC Registry.

(b) The Domain Name specified in the Registration Request must be available for registration and qualify for registration.

18. RESPONSIBILITY FOR SELECTED DOMAIN NAME

It is the Applicant's responsibility to ensure that the Applicant has the right to use the Domain Name which is the subject of the Registration Request and that the registration or use of the Domain Name to which the Registration Request relates does not violate any third party intellectual property rights or other rights or does not defame any person or entity.

18.1 Proprietary Rights: There are no proprietary rights in a Domain Name. A Registrant does not "own" its Domain Name; instead it holds a licence to use the Domain Name for an indefinite period of time and subject to the licence terms and conditions.

18.2 The Registrant does not have a proprietary right in the Domain Name; it is therefore not legally possible for the Registrant to "sell" the Domain Name. By offering to sell a Domain Name to another party, the Registrant is in breach of the Registrant Agreement.

18.3 It is possible for a Registrant to transfer its Domain Name to another party, but only in the circumstances so determined by the BermudaNIC Registry. A Registrant who attempts to "sell" its Domain Name should be aware that such a transaction will not be considered a transfer and therefore the Domain Name will not be transferred to the other party.

19. RESERVED NAMES, WORDS, PHRASES AND ACRONYMS

The following is a non-exhaustive list of domain names, words, or phrases which shall not be registered ("reserved names") unless the BermudaNIC Registry agrees otherwise, in its sole and absolute discretion:

- (i) Domain Names which contain a combination of the words "Bermuda", "Bermudian", "Government", "Authority" and / or Official and variations thereof or any other words or numerical characters that might suggest a link to the Government, Governing Body or Local Authority;
- (ii) Names, words and / or phrases (be they common, generic or otherwise) that are considered to be of national importance or significance to the Government and People of Bermuda (whether historical, geographical or otherwise);
- (iii) Names which contain words or reference to the British Monarch, the British Crown, or the British Commonwealth and variations thereof, or any other words or non-Latin characters (or a combination of such non-Latin characters) that might suggest a link to the Monarch;
- (iv) Names which are geographical names or regions, or names of countries (e.g. Caribbean, Africa, The Bahamas, France, Malaysia, Japan, etc.) in any language;
- (v) Names, words, and / or phrases which, when used individually or collectively as a part of a Domain Name, may convey or is likely to convey, official or exclusive license as a distributor, provider, dealer or owner of a particular good, service, and / or information on the internet without authorisation to do so;
- (vi) Names, words, phrases, or acronyms which, may risk or is likely to risk, an infringement of a trade mark or trade name, or where the name, word, phrase, or acronym may otherwise cause confusion taking into consideration the name of a well-known individual, business, trade name, or registered IP (be it, a good, service, or information on the internet);
- (vii) Names, words, phrases, acronyms and /or inferences which are or may be obscene, scandalous, indecent or contrary to law or morality in any language;
- (viii) Names, words, phrases, and / or acronyms which are similar or identical to domain names registered under other domain name spaces and which BMNIC / BDANIC deems undesirable; or

- (ix) Names which in BMNIC's / BDANIC's sole and absolute opinion, are undesirable or unsuitable for registration; and,
- (x) Names, words, phrases, and / or acronyms that may conflict with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations.

20. IDENTIFIABLE DOMAIN NAMES

Identifiable domain names are available to Registrants. Based on the activity and purpose of the domain name which would be identified as part of the registration process, "bespoke-style" domain names can be selected.

20.1 Once a Registrant have identified the purpose of or the activity that would associated with the use of the registered domain name, they can be limited to the following designations below

Activity associated with the DN	Domain Name Designation
Personal Use	.bm
Small Business / Professional	.net.bm, .biz.bm,
Company / Commercial	.co.bm, .com.bm,
Organisations / Specialty / Professional Bodies	.org.bm, .net.bm, .edu.bm,

21. PROCESSING OF REGISTRATION REQUEST

Registration Requests will be processed as follows:

- (a) Registration Requests will be processed on a first come, first served basis.
- (b) There is no restriction on the number of .BM ccTLD Domain Names that a single entity or person can register.
- (c) The Domain Name .GOV.BM is reserved for the Government of Bermuda.
- (d) The Domain Name .EDU.BM is reserved for valid local Educational Institutions.

(e) If the Registration Request is not complete or fails the validation test the BermudaNIC Registry will advise the Applicant who submitted the Registration Request that the Registration Request has been rejected and cancelled.

22. ADMISSIBLE DOMAIN NAMES

All Registration Requests will be subject to the following rules regarding admissible Domain Names:

22.1 Acceptable Characters No characters other than a combination of the following characters may be included in a Domain Name Registration:

- a) Letters a through z (no accents of any kind will be accepted). Note that Domain Names are not case sensitive. This means there will be no distinction made between upper case letters and lower case letters.
- b) The numbers 0, 1, 2, 3, 4, 5, 6, 7, 8 and/or 9; and,
- c) The hyphen character (although it cannot be used to start or end a Domain Name).

22.2 Length: Domain Names must be not less than three (3) and not greater than sixty-three (63) characters long.

22.3 The Domain Name must not be defamatory, libelous, slanderous, obscene, abusive, offensive, threatening and/or immoral. Whether the Domain Name meets this standard shall be in the sole discretion of the BermudaNIC Registry.

23. CONFLICTING NAMES

A Domain Name will not be registered if, at the time the Registration Request is made to the BermudaNIC Registry, the Domain Name is an exact match in all respects to a Domain Name which is registered in the name of another entity at the BermudaNIC Registry unless the request has been approved by BermudaNIC Registry and the other Registrant of the conflicting Domain Name consents in writing to the registration of the conflicting Domain Name.

24. CONFIRMATION OF REGISTRATION INFORMATION

To ensure that the information contained in the BermudaNIC Registry is accurate, the BermudaNIC Registrar may require at any time, in its absolute discretion, that a Registrant confirm the accuracy and completeness of any Registrant Information in the BermudaNIC Registry provided by the Registrant.

25. PROHIBITION – (Deliberate Misspelling)

25.1 Deliberate Misspelling - The deliberate misspelling of a Domain Name is prohibited whereby an entity deliberately registers a misspelling of a popular Domain Name in order to divert trade or traffic. The BermudaNIC Registry recognizes that a Domain Name that appears to be a prohibited misspelling may not in fact be a prohibited misspelling given the particular circumstances of the case (e.g. where two registrants have very similar company or brand names, or where registrants hold bona fide trade mark, trade name or other rights in such names). The BermudaNIC Registry shall give the Registrant an opportunity to respond to the refusal of the BermudaNIC Registry and provide reasons why the Domain Name is not a prohibited misspelling. The BermudaNIC Registry will consider each case on its own merits without prejudice to any determinations that may be made under the Dispute Policy in relation to the names that have been admitted.

25.2 A Domain Name may be considered a misspelling if it falls into one or more of the following categories:

- a) the singular version of a plural name or word;
- b) the plural version of a singular name or word;
- c) a name or word with missing letters;
- d) a name or word with additional letters;
- e) a name or word with transposed letters;
- f) a name or word with letters replaced by numbers, or numbers replaced by letters;
- g) a hyphenated version of a name or word;
- h) a name or word prefixed by "www";
- i) any other name or word that the BermudaNIC Registry determines is a deliberate misspelling, having regard to all relevant information.

26. REGISTRATION INFORMATION

26.1 Registrant's Responsibility - It is the Registrant's obligation and responsibility to ensure that all Registration Information, as defined in the Registration Agreement, is up-to-date, complete and accurate. Any update of Registration Information must be done through the completion of the appropriate template and submission to the BermudaNIC Registry. The Registrant contact information must at all times include

an address in Bermuda. Failure to provide such an update may result in the revocation or suspension of the Domain Name.

26.2 Modifications - The Domain Name itself CANNOT be modified. Modifications are only permitted to the following:

- (a) Registrant legal type information and description; (that is, the name of the individual person, business, company or organization [aliases are completely unacceptable]);
- (b) Registered Office and principal place of business (or address of the Registrant if the Registrant is a natural person as oppose to a company);
- (c) Contact Details of the Registrant including e-mail address and telephone number;
- (d) Administrative contact information;
- (c) Doman Name Registered Agent contact information;
- (d) Technical contact information; and,
- (e) DNS Service Provider.

27. LIMITATION OF LIABILITY

27.1 The Registrant agrees that the BermudaNIC Registry shall have no liability to the Registrant for any loss or damages:

- (i) in connection with the BermudaNIC Registry's processing of the Domain Name Application; or
- (ii) in connection with the BermudaNIC Registry's processing of any authorised modification to the Domain Name record during the period of any registration; or
- (iii) resulting from the refusal of the BermudaNIC Registry to accept any application for registration; or
- (iv) as a result of the application of the Dispute Policy.

27.2 The Registrant agrees that in no circumstances shall the BermudaNIC Registry be liable for any loss of profit, loss of business or anticipated savings suffered by the Registrant howsoever incurred.

27.3 The Registrant agrees that the BermudaNIC Registry shall not be liable for any loss of registration or loss of use of the Domain Name, or for interruption of business, or any indirect, special, incidental or consequential losses of any kind (including lost profits) whether in contract, tort (including negligence) or otherwise.

27.4 The Registrant agrees that it is technically impracticable to provide services free of faults and the BermudaNIC Registry does not undertake to do so.

28. INTELLECTUAL PROPERTY RIGHTS

The BermudaNIC Registry does not accept any responsibility for the registration and use of the Domain Name or information generally held in the Domain Name Database and, in particular, for any conflict with trade marks, registered or unregistered, or with any other intellectual property rights.

29. MODIFICATION OR SURRENDER OF DOMAIN NAME

The Registrant (either directly or via an agent) may modify or surrender the registration of the Domain Name in accordance with the procedures put in place by the BermudaNIC Registry for such purposes.

30. TRANSFER

All assignments shall be pursuant to the Registration Agreement current at the time of the transfer and as agreed by the Transferor.

31. GOVERNING LAW

This Registration Agreement shall be governed in all respects by and construed in accordance with the laws of Bermuda.

32. DISPUTES BETWEEN REGISTRANT AND THIRD PARTIES

For the adjudication of disputes concerning or arising from use of the Domain Name, the Registrant shall submit to the jurisdiction of the courts (1) of the Registrant's address (in Bermuda) as shown for the registration of the Domain Name in the (BermudaNIC) Registry's Whois database at the time the complaint is submitted to the Provider and (2) where the (BermudaNIC) Registry is located.

33. DISPUTES BETWEEN REGISTRAR AND REGISTRANT

Any dispute, controversy or claim arising under, out of or relating to the Registration Agreement and any subsequent amendments of this Registration Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the [WIPO Expedited Arbitration Rules](http://www.wipo.int/amc/en/index.html). (<http://www.wipo.int/amc/en/index.html>). The Arbitral Tribunal shall consist of a sole arbitrator. The place of arbitration shall be Hamilton (Bermuda). The language to be used in the arbitration proceedings shall be the language of the Registration Agreement.

34. NOTICE

34.1 Except as otherwise provided in this clause any notice to be given under the Registration Agreement shall only be deemed to be served if delivered by hand or sent by pre-paid first class post, by fax or e-mail, to the party to whom it is given at its last known postal or e-mail address or fax number. The notice will be effective: if delivered by hand, on delivery; if sent by fax or e-mail, or on transmittal; and if sent by post, on the fourth day after posting.

34.2 The BermudaNIC Registry may develop and implement other dispute resolution policies which are accessible by the Registrant as an alternative and further to any complaints handling procedure adopted by the BermudaNIC Registry and such policies bind all parties severally as if they were incorporated in this document.

35. NON-AGENCY

Nothing contained in the Registration Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the BermudaNIC Registry and the Registrant or between the Registrant and a third party.

36. SEVERABILITY

In the event that any provision of the Registration Agreement shall be found to be unenforceable or invalid under the applicable law or be so held by any applicable decision of a Court, the remaining provisions shall not be affected and shall continue to be binding. The BermudaNIC Registry shall use its best endeavours within three (3) months of being notified that any such provision is unenforceable or invalid as aforesaid to substitute a valid and enforceable provision which achieves, to the extent possible, the original objectives and intent of the BermudaNIC Registry as reflected in the original provision.

37. CLAUSE HEADINGS

Clause headings are for ease of reference and are not part of this Agreement and accordingly shall not affect its interpretation.

38. ENTIRETY OF UNDERSTANDING

The Registrant agrees that this Registration Agreement is the complete and exclusive agreement between the Registrant and the BermudaNIC Registry regarding the registration of the Domain Name. This Registration Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy, or precedent. Except where provided otherwise in this Registration Agreement, no variation may be made to the Registration Agreement unless such is in writing and signed by a duly authorised representative of the Registrant and the BermudaNIC Registry.

39. AMENDMENTS

The BermudaNIC Registry may modify this Registration Agreement at any time, to take effect 30 days from the date of such modification.

Last Modified: *August 16th, 2018*