

Registry-Level Domain Name Locking Terms and Conditions:

Registry-Level Domain Name Locking (**Registry Lock**) is a tool to allow registrars to prevent amendment of specified domains at the registry level. If domain locking is required, an authentication procedure is in place to enable the registry to confirm the registrar's identity and authorise a change. Registrars shall be entitled to offer **Registry Lock** to registrants.

1. Definitions

1.1 In this contract, certain words have a special meaning:

1.1.1 Where used in these terms and conditions, words with a special meaning are:

- (a) **Contact Details** means name, email address and direct telephone number.
- (b) **Contract** means these terms, the Definitions, and any of our other documents referred to in these terms.
- (c) **Locked Domain Names** means those domain names which are subject to the Registry Lock.
- (d) **Passphrase** means a unique combination of letters and numbers specified by each Registrar Contact.
- (e) **Registrar Contact (designated person)** means the person(s) nominated by the registrar to hold a passphrase used to authorise the locking, or unlocking, of a domain, or the cancellation of the Registry Lock service for a domain.
- (f) **Registry Lock Administrator** means the person(s) nominated by the IEDR to verify that a request to sign up for Registry Lock, lock or unlock a domain, or cancel the Registry Lock service for a domain, has been authorised by the registrar.

2. Registration and Use

2.1 On acceptance of the terms and conditions of this contract, you may use Registry Lock, and offer the use of such service to registrants.

2.2 If you wish to make use of Registry Lock, you are required to follow the sign-up process detailed in Section 4 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

2.3 In order to be eligible to use Registry Lock, you must not be subject to any form of investigation by IEDR.

2.4 By completing and submitting the Registrar Sign-Up form, you agree to abide by the terms of this contract which will bind you and your employees.

2.5 You are responsible for ensuring that you understand Registry Lock, that you use it correctly, and have made any necessary changes to your systems and procedures to allow Registry Lock to work.

3. Authorised contacts

3.1 In order to use Registry Lock, you must provide the contact details for the Registrar Contacts, as outlined in Section 4 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

3.2 We will hold records of your Registrar Contacts. You must ensure that every Registrar Contact consents to us holding their information. It is your duty to keep us updated if you wish to amend your Registrar Contacts, as described Section 10 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

3.3 Changes to contact details must be carried out as described in Section 10 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

4. Application of Registry Lock

4.1 Any request to apply Registry Lock must be made by the Registrar Contacts and actioned by the Registry Lock Administrator, in accordance with Section 5 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

4.2 Any request to cancel the Registry Lock service for a domain must be made by the Registrar Contacts and actioned by the Registry Lock Administrator, in accordance with Section 9 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

5. Passphrases

5.1 We will take reasonable steps to ensure that any passphrase is kept securely, but will accept no liability for any failure on our part to keep the passphrase(s) secure, except in cases where this failure is due to our negligence.

5.2 You must keep your passphrase(s) secret and safe, because we shall be allowed to assume that any action done, or requested, using those passphrase(s) was done, or requested by you, or by someone authorised to act for you. Accordingly, we shall have, and be entitled to enforce, procedures for dealing with lost, revoked, or compromised passphrases. In the event that any passphrase is lost, stolen, or forgotten, you must notify us immediately and follow the 'forgot passphrase' procedure detailed in Section 11 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

6. Effects of Registry Lock

6.1 For any locked domain name, the following amendments will be prohibited:

6.1.1 Editing/changing of admin-contact and / or tech-contact nic-handles.

6.1.2 Billing-contact transfers.

6.1.3 Re-assignment or transfer of domain from one registrant to another.

6.1.4 Voluntarily entering the domain into the Non-Renewal Process (NRP).

6.1.5 Changing the domain's Auto-Renew status.

6.1.6 Modification of nameservers.

6.2 For the avoidance of doubt, Registry Lock shall not prevent the following modifications:

6.2.1 Expiry of any domain name due to unpaid renewal fees.

6.2.2 Any changes that we are directed to make by a court order, judgment or finding of a court, or other competent authority.

6.2.3 Re-assignment of a domain in accordance with the Dispute Resolution Policy (or any similar replacement/supplementary service we introduce).

6.2.4 Modification of a Registrar Contact's (designated person's or Registry Lock Administrator's) own nic-handle details through the online console.

7. Payment

7.1 We will charge for the provision of this service in line with our fees policy, as detailed in Section 3 of **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

7.2 Fees and charges may change from time to time, in accordance with Exhibit 1 Section 4 of the Standard Registrar Agreement.

7.3 The payment terms are detailed in Section 7 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

8. Third Parties, End Users and Agents

8.1 You may not assign or subcontract any of your rights and obligations under the contract without our prior written consent.

9. Service Levels

9.1 We do not guarantee that Registry Lock will be available without interruption, and we may suspend its operation without notice or liability to you for technical, legal, or anti-abuse reasons.

10. Suspension, Termination and Revision

10.1 This contract begins on the date that we notify you that we have accepted your application to use Registry Lock, and continues indefinitely unless terminated or suspended, in accordance with the contract. For the avoidance of doubt, any Registry Lock shall continue automatically upon renewal of the corresponding locked domain name.

10.2 The Registrar Contact may cancel the Registry Lock service at any time via an Action Request form, in accordance with Section 9 of the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document.

10.3 IEDR may, but will not be obliged to, cancel or suspend your access to, and use of, Registry Lock, or cancel any Registry Lock services at any time, without the need for us to notify you, under the following circumstances:

10.3.1 Your Registrar Agreement with the IEDR is terminated for any reason.

10.3.2 You cease to be eligible to use Registry Lock in accordance with clause 2.3 of this contract.

10.3.3 You commit a material breach of any term of the contract and, in the case of a breach which is capable of remedy, fail to remedy it within 14 days of written notice.

10.4 We may terminate this contract, and cancel or suspend Registry Lock, at any time upon 30 days' written notice.

10.5 Any individual Registry Lock shall terminate automatically in the event of non-renewal of the corresponding locked domain name.

10.6 Upon termination, suspension, or expiry of the contract, any Registry Lock will be cancelled, and the relevant locked domain names will be unlocked.

10.7 You shall not be entitled to any rebate or refund of fees paid in connection with any Registry Lock that is suspended or cancelled.

10.8 For the avoidance of doubt, nothing in this clause 10 shall restrict or limit our ability to suspend, withdraw, or discontinue the operation of Registry Lock under clause 9.1.

11. Exclusion of Liability

11.1 Subject to clause 5.1:

11.1.1 All representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of Registry Lock, are excluded to the maximum extent permissible by law.

11.1.2 IEDR will not have any liability whatsoever to you, or any third party to whom you offer Registry Lock, as a result of any failure or inaccuracy, delay, or error in the operation of Registry Lock by us, or any reliance on Registry Lock.

11.2 IEDR will in no event (whether in contract, tort or otherwise) be liable for the following:

11.2.1 Loss of revenue.

11.2.2 Loss of profits.

11.2.3 Loss of goodwill.

11.2.4 Loss of data.

11.2.5 Indirect or consequential loss suffered by you or the end user, and arising out of this contract, or your use of, or our provision of, Registry Lock.

11.3 Subject to clause 5.1 and our total liability to you in respect of all other losses arising under, or in connection with Registry Lock, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum paid to us by you in the previous 12 months in connection with any individual Registry Locked domain.

12. Indemnity

12.1 You agree to indemnify us against all losses, liabilities, claims, damages, and expenses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other reasonable professional costs and expenses) arising from the following:

12.1.1 Any misuse by you of Registry Lock (including, but not limited to, using Registry Lock to prevent a registrant moving their domain to another Registrar).

12.1.2 Any breach of the contract by you.

13. Relationship of the Parties

13.1 Neither this contract, nor action taken by the parties in accordance with it, creates or will be deemed to have created a partnership, association, joint venture, or other co-operative entity between the parties. Neither party shall have any authority to bind the other in any way.

14. Warranties

14.1 You warrant that the information provided during the Registry Locking/Unlocking process, and the contact details of the Registrar Contacts, shall be complete, accurate and up-to-date.

14.2 You warrant that, in connection with any Registry Lock requested, you are authorised by the registrant of that domain name to apply Registry Lock.

14.3 You warrant that you must comply with all applicable statutes, statutory instruments, regulations, rules, and orders which affect the use of Registry Lock, or the performance of any obligations under this contract.

15. General

15.1 If either party cannot perform any of its contractual obligations as a result of events beyond its reasonable control, then such party will not have to perform that obligation for the duration of the relevant event.

15.2 This contract is the entire contract between you and us in relation to its subject matter and supersedes all prior agreements, arrangements and understandings between the parties relating thereto. For the avoidance of doubt, the **.ie Registry-Level Domain Name Locking Service (Registry Lock)** document, and the **Registry Lock Terms & Conditions**, are an extension to the Registrar Agreement. As such, nothing in this contract shall operate to terminate, or amend, your Registrar Agreement, or any other service provided by us to you.

15.3 No forbearance, or delay by you, or us, in enforcing the provisions of the contract will prejudice or restrict your or our rights, nor will any waiver of any right operate as a waiver of any subsequent breach.

15.4 A person who is not a party to this agreement shall not have any rights under, or in connection, with it.

15.5 We reserve the right to make changes to the terms of this contract from time to time. We will notify you at least 30 days before the changes take effect. We will only make changes if there are reasonable grounds for doing so, and no change will take away the protection you receive under clause 7.2 from price changes.

15.6 This contract and your use of Registry Lock shall be governed by Irish law, and the parties submit to the exclusive jurisdiction of the Irish courts, save that we shall have the right to bring proceedings against you, or enforce any judgment we obtain against you in your country of residence, or any other relevant country.

Authorised to accept the terms and conditions on behalf of Registrar

Registrar's authorised official: Signed: _____

Registrar's authorised official: Print Name: _____

Position/title: _____