

# DOMAIN REGISTRATION AGREEMENT

This Domain Registration Agreement ("Agreement") governs the registration and management of domain names through C-Soft Oy, operating under the trade name NordName ("NordName" or "Registrar"), a Finnish private limited company registered in Finland under business registration ID 0678742-2.

By registering a domain name through NordName, whether directly or through an authorised reseller, you ("the Registrant" or "you") agree to be bound by the terms and conditions set forth in this Agreement.

## 1. Parties and Definitions

### 1.1. Parties

- **Registrar:** C-Soft Oy, doing business as NordName, a Finnish private limited company registered in Finland.
- **Registrant:** The individual, organization, or entity that registers or holds a domain name through NordName or its authorised resellers.
- **Reseller:** An entity authorised by NordName to offer domain registration services to third parties on behalf of NordName. All authorised resellers are listed at <https://nordname.net/resellers>.

### 1.2. Definitions

- **Acceptable Use Policy:** Document describing the acceptable use cases of the Services. Available from <https://nordname.net/aup>.
- **Domain Name:** An Internet domain name registered through NordName.
- **ICANN:** The Internet Corporation for Assigned Names and Numbers.
- **Registration Term:** The period for which a domain name is registered, typically between one (1) and ten (10) years.
- **Registry:** The organization that maintains the authoritative database for a specific TLD.
- **Registry Policies:** Set of standards, policies, specifications, procedures, guidelines, practises or criteria set forth by the operator of the Registry.  
List of Registry Policies for each TLD is available at <https://nordname.net/tlds>.
- **Services:** Domain registration, renewal, transfer, and related services provided by NordName.
- **TLD:** A Top Level Domain is one of the domains at the highest level in the Domain Name System hierarchy after the root domain. Example: .com

## 2. Registration Services

### 2.1. Scope of Services

NordName agrees to provide domain name registration services to the Registrant in accordance with this Agreement, the Acceptable Use Policy, Registry Policies and ICANN policies. These services include, but are not limited to:

- Submitting domain name registration applications to the appropriate Registry
- Maintaining domain name registrations in the Registry database
- Facilitating domain name renewals, transfers, and modifications
- Providing access to domain management tools

The services may be provided directly by NordName or through an authorised reseller of NordName as intermediary. Similarly in case of TLDs where NordName is not directly affiliated with the Registry

of the TLD, NordName reserves the right to provide the registration services through a third party intermediary.

## **2.2. Registration through Resellers**

When a domain name is registered through an authorised Reseller, this Agreement establishes a direct contractual relationship between the Registrant and NordName. The Reseller acts as an intermediary to facilitate the entry into this Agreement, but does not alter the rights and obligations between the Registrant and NordName as set forth herein. The Registrant acknowledges that this Agreement is independent and separate from any contractual relationship between the Registrant and the Reseller.

The Registrant has at all times the right to request that any services provided through a Reseller are moved to be directly provided by NordName.

## **2.3. No guarantee of registration**

NordName does not guarantee that any domain name registration application will be accepted by the Registry. Registration is subject to Registry approval, requirements and availability of the requested domain name. The Registrant acknowledges that although NordName or the Reseller may accept a domain name registration order, its fulfillment is not guaranteed until the domain name is actually registered.

## **2.4. Right to transfer as part of bulk transfer**

NordName reserves the right to transfer all or part of the domain name(s) registered through NordName to another provider as part of a business transaction. Registrant also agrees that if NordName has registered a domain name through a third party intermediary (where NordName is a reseller of a third party provider), NordName may transfer all or some of such domain names from said intermediary to NordName's own registrar account as part of a bulk transfer.

# **3. Obligations of the Registrant**

## **3.1. Accurate and Complete Information**

The Registrant warrants and represents that all information provided in connection with a domain name registration is accurate, current and complete. The Registrant agrees to promptly update NordName or the Reseller of any changes in the information, within seven (7) days from change at the latest. Providing false, inaccurate or incomplete information, or not updating the information within the given deadline, may result in the suspension or cancellation of the domain name registration, or in its irrevocable transfer to a third party.

## **3.2. Acceptance of liability**

The Registrant takes full responsibility for any consequences, problems or disputes relating to the choice, registration or use of their domain name, including in the event that the Registrant has licensed or delegated the use of the domain name to a third party, unless the Registrant discloses the up-to-date contact information of such third party to the complainant within seven (7) days.

### **3.3. Compliance with Policies**

The Registrant agrees to not use, or permit the use of, the domain name in violation with the Acceptable Use Policy.

The Registrant agrees to comply with all Registry Policies as well as the following ICANN policies:

- [Uniform Domain-Name Dispute-Resolution Policy \(UDRP\)](#)
- [Uniform Rapid Suspension \(URS\) rules](#)

The Registrant is aware that the Registries and ICANN may update the content and/or URL of the policies and is responsible for regularly monitoring them for changes.

## **4. Fees and Payment**

You agree to pay all applicable fees for domain name registration, renewal, transfer, redemption and other associated costs to NordName or its Reseller. Fees are due in advance and are non-refundable even if your domain name is suspended, cancelled or transferred to another provider prior to the end of your Registration Term.

For Services provided directly by NordName to the Registrant, the fees are available at <https://nordname.com/pricing>. NordName reserves the right to modify its Fees at any time. Changes to the fees will not affect current Registration Term(s) that are already paid for but will apply to renewals and new registrations.

Fees for Services provided by a Reseller are set by the Reseller. Therefore any questions related to the fees of a Reseller, must be addressed to the Reseller directly. NordName is not responsible or will be held liable for payment disputes between you and the Reseller.

## **5. Renewal**

Domain names are registered for one Registration Term at a time. You are solely responsible for ensuring that the domain name is renewed before one Registration Term ends. If you fail to renew the domain name prior to the end of a Registration Term, the expiration will expire, your rights to the domain name will terminate and its DNS resolution may be suspended or altered. You understand and take full responsibility for any added direct or indirect costs or loss of domain name registration caused by late renewal or lack of renewal.

The expiration policy of domain names varies between TLDs. The below sections describe the usual stages of expiration. Information regarding which stages apply to each TLD, and how long each stage lasts, is available at <https://nordname.net/tlds>. The Registrant acknowledges to have familiarised themselves with the expiration policy for their domain name(s).

### **5.1. Renewal Grace Period**

If the TLD supports a Renewal Grace Period, it begins immediately upon expiration of the domain name. For domain names in this state, subject to Registry Policies and whenever the Registry allows, NordName reserves the right to:

- Disable the domain name so that it does not resolve or function; and/or
- Direct the domain name to nameservers, IP address(es) or mail (MX) servers decided by NordName, including but not limited to, destinations which host a parking page that may contain advertisements; and/or
- Pay for the renewal fee of the subsequent 1 year Registration Term and enter the domain into Extended Renewal Grace Period (ERGP) for 150 days (see section 5.3), if the domain name expired more than 30 days ago; and/or
- Enter the domain name in an expired domain name auction which may lead to the assignment of the domain name to a third party, so that you are no longer the registrant of the domain name, in which event you give up all rights and interests to the domain name registration. If the domain is entered into such an auction, the auction may end at the earliest 35 days after the expiration date. If you renew the domain name prior to the end of an auction, the auction will be cancelled.

During the time a domain name is in the Renewal Grace Period or until the domain name is assigned to a third party as a result of an auction, you may still renew the domain name at the same fee as if the domain name had not expired. If the domain is renewed it will be restored to the state it was in before expiration.

## **5.2. Redemption Grace Period**

Expired domain names enter the Redemption Grace Period (RGP) after the Renewal Grace Period has ended, or immediately after expiration of the domain name if the TLD does not support a Renewal Grace Period. Domains entered into the ERGP will not enter the RGP at all. During the RGP, the Registrant has the right to restore the domain name and subsequently renew it. Restoration of the domain name may come at an extra fee (RGP fee). If the domain name is provided by NordName to the Registrant directly, the extra fee is determined by NordName and listed at <https://nordname.com/pricing>. If the domain name is provided through a Reseller, the restore fee is determined by the reseller.

## **5.3. Extended Renewal Grace Period (ERGP)**

Domains entered into Extended Renewal Grace Period (ERGP) will remain in this state for 150 days counted from the end of the last Registration Term paid for by you. During the Extended Renewal Grace Period, NordName may direct the domain name to nameservers, IP address(es) or mail (MX) servers decided by NordName, including but not limited to, destinations which host a parking page that may contain advertisements and mail servers which may use any incoming email traffic to train spam detection algorithms. NordName is not required to share any earnings made out of the aforementioned actions with the Registrant. For any domain names in ERGP, NordName will assign the domain name to a third party, so that you are no longer the listed registrant of the domain. During the ERGP period, you may again become the listed registrant of the domain and regain full control over the domain name by submitting a payment equal to the 1 year renewal fee plus an administrative fee of 25 euros to NordName. If you do not exercise your right to regain the domain name during the ERGP, you give up all rights and interests to the domain name registration permanently.

## **6. Dispute Resolution**

Any disputes regarding the registration or use of Domain Name(s) of the Registrant are subject to the dispute resolution policies set forth by the Registry in the Registry Policies or ICANN. As such, subject to Registry Policies, these dispute resolution policies may include but are not limited to:

- a) [Uniform Domain-Name Dispute-Resolution Policy \(UDRP\)](#); and
- b) [Uniform Rapid Suspension \(URS\) rules](#)

## **7. Limitation of Liability**

The Registrant acknowledges that NordName is not liable to the Registrant for any direct or indirect or loss of damage of any kind suffered due to:

- Loss of domain name registration that is not because of NordName's negligence or willful misconduct;
- System errors, temporary planned or unplanned system outages, failures or delays in our system;
- Misdelivery of data between any of the following parties: Registrar, Reseller, NordName and Registry;
- Failures or interruptions in any related services not provided by NordName, such as web hosting services.
- Suspension, cancellation or loss of domain name of a domain name registered through NordName when it happened to in accordance with the terms of this Agreement, decision of the Registry, the negligence or insolvency of the Registry, non-renewal of the domain name registration if the Registrant did not renew the registration within the set deadlines, any other events beyond our reasonable control or not due to our negligence or willful misconduct.

To the maximum extent permitted by applicable law, NordName's total liability for any claims arising out of or relating to this Agreement shall not exceed the amount paid by the Registrant to NordName for the domain name registration in the twelve (12) months preceding a claim, or if the Service was provided by a Reseller the amount the Registrant would have paid to NordName for the equivalent period according to normal price list, if the service had been taken directly from NordName.

## **8. Indemnification**

If NordName, ICANN or Registry becomes subject to dispute, claim or penalty fee as a result of the choice, registration or use of your Domain Name, the Registrant will fully indemnify and hold harmless NordName, ICANN and the Registry from and against any loss, amounts paid in settlement, liability, cost, expense, obligations, judgments, arbitration awards, claim or legal damage, to which the aforementioned parties may be subject in such situations. Similarly, the Client will also indemnify and hold harmless any subcontractors, and the directors, officers, employees, affiliates and agents of the aforementioned parties.

## **9. Modifications**

The Registrant acknowledges that the domain name industry is constantly evolving. Thus the Registrant understands that NordName may need to modify this Agreement at any point of its own initiative or in order to adapt with ICANN or Registry requirements.

Before any material changes to this Agreement become binding on the Registrant, NordName will notify the Client of any such changes at the email address of record. Any amendments to this Agreement will also be posted at the URL <https://nordname.net/terms>, which the Registrant may monitor. However, Registry Policies, as well as the URL where they are located at, may also be modified by the relevant Registries. The Registrant is responsible for regularly monitoring changes in the Registry Policies and NordName is not responsible for informing the Registrant of changes in the Registry Policies.

If, as a result of such change to this Agreement, the Registrant no longer agrees with the terms of this Agreement, their options are

- a) to transfer their domain names to another provider; or
- b) to cancel their domain names registered through NordName

By continuing to use the services provided by NordName, the Registrant states their consent to the changes. Unless otherwise stated, any such change to this Agreement becomes binding on the Registrant

- a) 30 days after we notify you of the change; or
- b) immediately if such change was caused by a new or amended ICANN policy or applicable law.

NordName reserves the right to elect to discontinue domain name services for some or all Top Level Domains (TLDs) by providing a reasonable notice. In such a case, the Registrant is offered the option to transfer the Domain Name(s) to another domain name registrar that is either chosen by NordName or the Registrant. If the domain name registrar is chosen by the Registrant, the Registrant may need to pay additional transfer fees.

## **10. Suspension, Cancellation and Termination**

NordName reserves the right to deny, suspend, cancel, modify and/or assign a domain name registration to a third party if:

- The registration or use of the domain name registration violates the Acceptable Use Policy (AUP);
- The Registrant fails to follow any mandated ICANN policies or Registry Policies; or
- The Registrant fails to respond for over fifteen (15) days to inquiries by NordName or the Reseller concerning the accuracy of contact information associated with a domain name registration;
- An error has been made by the Registry, NordName or another Registrar, and such action is required for its correction;
- The Registrant engages in a conduct that may reasonably put NordName in breach of any applicable law, governing authority, Registry Policy, public policy or agreement; and/or
- NordName is requested by law enforcement or court of a competent jurisdiction to do so.

The Registrant may terminate this Agreement by either a) not renewing the domain name after a Registration Term, b) transferring the domain name to another provider, or c) explicitly deleting the domain name registration during a Registration Term by notifying NordName or its Reseller.

In the absence of Extenuating Circumstances, any domain name registration will be deleted within forty-five (45) days from the termination of this Agreement. Extenuating Circumstances are: i) UDRP action, ii) a valid court order, iii) failure in our registration system to renew a domain name, iv) domain

name is used by a nameserver providing DNS services to third parties, v) the Registrant is subject to bankruptcy proceedings, vi) payment or billing dispute, vii) domain name is subject to litigation in a court of competent jurisdiction or other circumstance as approved by ICANN or the relevant Registries.

## **11. Notice**

NordName will address all notices and other communications in relation to this Agreement in writing and by email to the contact email address of the Registrant on file.

The Registrant should address all notices and other communications in connection to this Agreement in writing by email to [registrar@nordname.net](mailto:registrar@nordname.net).

## **12. Disputes**

If the Registrant is unsatisfied with the Services, they may contact the customer support of NordName and file a complaint. NordName replies promptly to all complaints. If the Registrant is a private individual and is unsatisfied with the handling of the complaint, they will have the right to escalate the dispute through the Finnish Consumer Ombudsman available at [kkv.fi](http://kkv.fi).

In the unfortunate case of a legal dispute regarding this Agreement, or the provision or use of Services, the dispute shall be settled in the Oulu District Court in Finland under Finnish law.