



The .KY Domain: Rights of Use

This Agreement sets out the terms and conditions for the registration of Domain Names by the Registrant.

By registering a Domain Name ending in *.ky*, you agree to be bound by the following rights of use as set out in this Agreement, as amended from time to time, which includes conditions limiting our liability and relating to our use of your personal information.

The Internet is constantly changing and developing. As a result of this, we reserve the right to make changes to this Agreement at any time.

The terms and conditions set out in this Agreement are separate to any arrangement you may have with any other organisation for providing your internet services.

DEFINITIONS

The following words marked in **bold** have specific meanings in this Agreement:

"Administrative Contact" means the person identified in the Registration Information as the Administrative Contact for the Registrant's Domain Name Registration(s);

"Applicable Laws" means all Cayman Islands Laws (including Regulations and the like) and International Laws as applicable;

"Authority's website" means www.icta.ky;

"Auto-Renew Grace Period" means 45 calendar days following an auto-renewal, an auto-renewal occurs if a Domain Name Registration is not renewed by the expiration date and the registration will be automatically renewed by the system the first day after the expiration date;

"Correct" means that the information must be accurate enough to allow the Authority to contact you quickly at any reasonable time without having to get information from anywhere else, must not be deceptive, and must clearly identify you. For your name, this also means that the information must be detailed enough that the Authority can tell exactly who you are;

"Claim" means as specified in paragraph 6 (d);

"Dispute Resolution Guidelines" means the guidelines the Authority publishes from time to time which set out the policy and procedures adopted by the Authority for resolving disputes brought to it relating to Domain Name Registrations;

"Domain Name" means an Internet Domain Name ending in *.ky* (and includes any sub-Domain Names (such as *.com.ky*));

"Domain Name Registration" means the registration or renewal of a Domain Name in the Registry, in the name of the Registrant, pursuant to this Agreement;

"Fees" means the charges payable to the Authority in connection with this Agreement as published on the Authority's website from time to time, including an application for a Domain Name and/or any renewal, transfer, and any other fees payable in connection with a Domain Name Registration;

"Notify" means contacting you by the email contact provided to the Authority by you or your authorised representative as applicable;

"Personal Data" means information about an identifiable living person (for example, your name, address or phone number);

"Registrant" means a person who is listed in the Registry as the registrant of a Domain Name;

"Registrar of Record" means the Registrar listed in the Registry as the Registrar of a specific Domain Name Registration;

"Registrar" mean the persons from time to time authorised by the Authority to offer Domain Name Registration services within the .ky Internet Domain Name system;

"Registration Information" means all information which the Registry PRP require the Registrant to submit to the Authority or the Registrar of Record to obtain a Domain Name Registration, or to process any Transaction Request;

"Registry" means the .ky Domain Name registry managed and operated by the Authority;

"Registry PRP" means the Authority's policies, rules, and procedures relating to Registrants, Registrars, and Domain Name Registrations as may be amended or adopted by the Authority from time to time, which are located on the Authority's website;

"Register" means the Authority's record of Domain Names and details about you, your agent (if you have one) and other information we need;

"Special Status" means various special states your Domain Name may be in, such as suspended. This will normally mean that you will remain listed as the person who has registered the Domain Name but the Domain Name itself will not work, and may mean that other actions with the Domain Name are blocked;

"Term" means as specified in paragraph 44.

"Transaction Request" means all requests or transactions with respect to a Domain Name Registration, including those to renew, transfer, modify, or delete a Domain Name Registration.

"WHOIS" means a system which provides public information about Domain Names;

"you", "your", "Registrant", means the person who has registered a Domain Name; and,

"we", "our", "Authority" means the Information and Communications Technology Authority, Cayman Islands.

AGREEMENT, REGISTRY PRP, AND AMENDMENTS

1. The Registrant acknowledges that it has read, understood, and agrees to be bound by all the terms and conditions of this Agreement, and the Registry PRP, which the Authority may establish and amend from time to time. The acceptance of the Registrant Agreement, and Registry PRP, by the Registrant will apply to the Registrant's current registration or renewal request as well as all other further Domain Name Registration requests which the Registrant may make thereafter.
2. The Authority shall have the right, at any time and from time to time, to amend any or all of the terms and conditions of this Agreement. The Authority shall use commercially reasonable efforts to Notify the Registrant of material amendments to this Agreement. However, any such amendment to this Agreement will be binding and effective upon 30 days after the posting of the amendment on the Authority's website.

3. The Authority shall have the right, at any time and from time to time, to amend any or all of the Registry PRP. Any such amendment to the Registry PRP will be binding and effective upon the posting of such amendment on the Authority's website.
4. The Registrant agrees to review periodically the Authority's website, including this Agreement and the Registry PRP (both as amended from time to time) available on the Authority's website; to be aware of any amendments to the Agreement and Registry PRP. By continuing to maintain Domain Name Registrations, the Registrant agrees to be bound by this Agreement and the Registry PRP (and any amendments thereafter).

DOMAIN NAME PROVISIONS

5. The Registrant acknowledges and agrees that:
 - (a) a Domain Name is an entry on the Authority's Register database;
 - (b) this Agreement and the Registry PRP supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the Registrant's registration of Domain Names;
 - (c) the Authority shall, in its sole discretion, have the right to approve or reject any application for the registration of a Domain Name by a person (including a Registrar of Record), and/or agree or refuse to register any Domain Name, for any reason with no liability of the Authority whatsoever to the Registrant, the Registrar of Record or any other person;
 - (d) applications for the registration of a Domain Name shall be made to the Authority only by the Registrar of Record, on behalf of the Registrant, in accordance with this Agreement and the Registry PRP;
 - (e) the Authority is entitled at any time and from time to time during the Term to verify: the truth, accuracy and completeness of any information provided to it by the Registrant, whether directly, through any of the Registrars of Record or otherwise; and, the compliance by the Registrant with the provisions of the Agreement and the Registry PRP;
 - (f) the Registrant shall fully and promptly cooperate with the Authority in connection with the verification set out above and shall give to the Authority, either directly or through the Registrar of Record, such assistance, access to and copies of, such information and documents as the Authority may reasonably require to complete such verification (the Authority and the Registrant shall each be responsible for their own expenses incurred in connection with such verification);
 - (g) a Domain Name is not property and a Domain Name Registration does not create any proprietary right for the Registrant, the Registrar of Record or any other person in any name used as a Domain Name or in any Domain Name Registration;
 - (h) a renewal, transfer, modification or deletion of, and any other request or transaction with respect to, a Domain Name Registration shall be made in accordance with this Agreement and the Registry PRP;
 - (i) the entry of a Domain Name in the Registry and/or in the "WHOIS" database shall not be construed as evidence of ownership of any Domain Name or Domain Name Registration;
 - (j) this Agreement does not give the Registrant any legal rights against other people who have registered Domain Names or give other people rights against the Authority for any reason;
 - (k) the Registrant shall not in any way transfer or purport to transfer a proprietary right in any Domain Name or Domain Name Registration or grant or purport to grant as security or in any other manner encumber or purport to encumber any Domain Name or Domain Name Registration;
 - (l) the Authority will not be bound by, or record on the Register, any mortgage-related obligations;

- (m) the Authority owns and keeps all intellectual property rights in the Register and all the contained data including Registration Information however so arising (including in copyright and database rights);
- (n) no contractual obligations are intended;
- (o) the Registrant should not rely on the registration of the Domain Name until the Authority has confirmed that any application made has completed and the Registrant's Correct name is recorded in the Register for the Domain Name; and,
- (p) the Registrant should not rely on the renewal or continued registration of the Domain Name once registered.

CERTAIN REGISTRANT OBLIGATIONS

6. Throughout the Term of this Agreement, the Registrant shall comply with and abide by all provisions of this Agreement and the Registry PRP. Furthermore, the Registrant shall, in accordance with this Agreement and the Registry PRP:
 - (a) submit Registration Information to the Authority upon request, and ensure at all times that the Registration Information is true, complete, accurate and Correct;
 - (b) promptly give notice to the Registrar of Record (for communication to the Authority) of any change to any Registration Information;
 - (c) comply with and observe all Applicable Laws;
 - (d) immediately give notice to the Authority of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation or application (collectively a "**Claim**") in relation to any Domain Name or Domain Name Registration (or any judicial requests or orders to produce documents or information obtained from or supplied to the Registry) that became known to the Registrant;
 - (e) not engage in any direct or indirect activity which, in the Authority's reasonable opinion, is designed to bring, or may bring, the Registry into disrepute, is designed to interfere, or may interfere, with the Authority's operations or is designed to expose, or may expose, the Authority to prosecution or to legal action by the Registrant or a third party;
 - (f) act in good faith towards the Authority;
 - (g) not allow any third party to use or operate any Domain Name registered in the name of the Registrant and not register any Domain Name as agent for, or on behalf of, any third party in any manner whatsoever, including without limiting the generality of the foregoing, for the purposes of lending, leasing, licensing or otherwise granting rights in such Domain Name or Domain Name Registration to any third party for monetary or non-monetary consideration, unless provided for under the applicable Registry PRP;
 - (h) not use any trade-mark, trade-name or symbol of the Authority or any trade-mark, trade-name or symbol likely to be confused therewith; and,
 - (i) be wholly responsible for ensuring that the Registrar of Record deletes a Domain Name Registration during the Auto-Renew Grace Period if the Registrant does not wish that the Domain Name Registration be renewed.
7. The Registrant shall not enter into any agreement with any Registrar or any other person that is inconsistent with, or in any way, modifies, affects, overrides, limits, contradicts or cancels the terms and conditions of this Agreement and/or the Registry PRP. To the extent that the provisions of any such agreement conflict or are inconsistent with the provisions of this Agreement and/or the Registry PRP, the Registrant hereby agrees that the provisions of this Agreement and Registry PRP shall prevail and be binding on the Registrant for the benefit of the Authority.

REGISTRATION INFORMATION

8. The Registrant must keep its contact details up to date and inform the Authority immediately of any changes.
9. The Registrant consents to the collection, use, storage and disclosure of Registration Information, including any Personal Data.
10. The Authority will make the Registrant's Registration Information (including the Registrant's Personal Data) available in the following ways:
 - (a) include it on the Register;
 - (b) include it on the WHOIS, which is available to the Public (including outside the Cayman Islands);
 - (c) give the Registrant's Personal Data to its current or proposed agent (or both); and,
 - (d) use it in resolving any Domain Name disputes (including publishing such information on our website) as provided for at paragraphs 27 *et seq.* below.
11. For any Registration Information which is not made available in the WHOIS database, the Registrant acknowledges and agrees that:
 - (a) such information will be maintained in the Authority's Registry and may be used and disclosed by the Authority as permitted herein and/or in the Registry PRP; and,
 - (b) the Authority shall have no liability for any claim, damage, loss or expense arising as a result of the disclosure of Registrant Information (including Personal Data) as permitted herein and/or the Registry PRP.
12. The Registrant acknowledges and agrees that the Authority may forward to the Registrant any correspondence from third parties and may exercise its discretion to refuse to forward such correspondence. The Registrant agrees that the Authority shall have no liability for any claim, damage, loss or expense arising as a result of the Authority reviewing, sending, delaying or failing to review or send any such correspondence to the Registrant. The Registrant further acknowledges and agrees that the Authority has no control over the content of information that may be sent to the Registrant via the Authority and that the Authority shall have no liability for any claim, damage, loss or expense arising as a result of any such content.
13. The Registrant acknowledges and agrees that the Authority has no control over how any person uses the information disclosed by the Authority through the WHOIS database, whether or not the information is subject to domestic or foreign privacy laws.

REGISTRANT REPRESENTATIONS AND WARRANTIES

14. The Registrant covenants, represents and warrants to the Authority as follows that:
 - (a) the Registrant has the power, authority and capacity to enter into this Agreement and all other documents and instruments contemplated by this Agreement and to carry out its obligations under this Agreement and such other documents and instruments;
 - (b) during the Term of this Agreement, all Registration Information is and at all times shall be true, complete and accurate and not misleading;
 - (c) during the Term of this Agreement, neither the registration of any Domain Name nor the manner in which the Registrant intends to use or uses such Domain Name will directly or indirectly infringe or otherwise violate the copyright, trade-mark, patent or other intellectual property or other rights of any person or defame any person or unlawfully discriminate against any person or breach any Applicable Laws; and,
 - (d) during the Term of this Agreement, the Registrant meets and shall continue to meet all the requirements of this Agreement and the Registry PRP to be a Registrant and/or apply for the registration of a Domain Name Registration.

15. The Registrant acknowledges and agrees that the limitations on warranties, conditions and liabilities, and the representations and warranties of the Registrant contained in this Agreement shall forever survive the expiry or termination of this Agreement or any suspension, amendment or deletion of any Domain Name Registration.

ADMINISTRATIVE CONTRACTS

16. The Registrant acknowledges and agrees that the Administrative Contact is hereby irrevocably authorised by the Registrant: to act as the Registrant's agent in connection with the Registrant's Domain Name Registrations; to be the Authority's contact for the Registrant and the Domain Name Registration(s); and, is recognised by the Authority and hereby irrevocably authorised by the Registrant to take any and all actions in connection with the Domain Name Registration(s) including, without limitation, renewing, transferring, modifying, or deleting it.
17. The Registrant acknowledges and agrees that the Authority Notices to the Registrant will be sent by email only, as set forth in paragraph 56. It is solely the responsibility of the Registrant to ensure that the email addresses of the Registrant and its Administrative Contact are at all times functional and accurate and to make arrangements with its Administrative Contact to receive any notices that are sent by the Authority only to the Registrant's Administrative Contact. If the Authority can show that a notice was sent either to the Registrant or the Registrant's Administrative Contact email addresses, the Authority shall not be liable to the Registrant or any third party for damages arising from a failure to receive notice from the Authority.

REGISTRARS

18. The Registrant may change the Registrar of Record with respect to a Domain Name Registration at any time once 60 days has elapsed from the date of registration of the Domain Name.
19. In the event that the Registrar of Record is no longer a Registrar for any reason, has had its certification as a Registrar suspended, revoked or terminated, and/or the Registrar Agreement between the Authority and the Registrar of Record is terminated or expires, the Registrant shall be responsible for changing such Registrar of Record to a new Registrar. Such change must occur within 30 days of notice being given to the Registrant, or such other period of time specified by the Authority.
20. Any change of the Registrar of Record must be done in accordance with this Agreement and the Registry PRP.
21. The Registrant acknowledges and agrees that the Registrar of Record is hereby also irrevocably authorized to act as the Registrant's agent in connection with Domain Name Registrations. Accordingly, any communication and/or instructions to or from the Registrar of Record will be taken as being to or from the Registrant.
22. The Registrant acknowledges that the Registrar of Record has a number of obligations to the Authority, and should the Registrar of Record fail to comply with such obligations, the Authority may require the Registrant to change such Registrar of Record to a new Registrar of Record.

TRANSITIONAL ARRANGEMENTS

23. Until 2 September 2015, the registration, renewal, transfer, maintenance, modification or deletion of a Domain Name is available only to qualified Cayman entities, i.e. organisations and individuals resident in the Cayman Islands, or companies registered with the Cayman Islands' Company Registry. The Registrant in such cases must have a Cayman Islands address and telephone number. As from the 2 September 2015, anyone regardless of their geographic location can register, renew, transfer, maintain, modify or delete a Domain Name. IF ANY PERSON WHO IS NOT A QUALIFIED CAYMAN ENTITY AS DEFINED ABOVE REGISTERS A DOMAIN NAME PRIOR TO 2 SEPTEMBER 2015, ALL THEIR DOMAIN NAME REGISTRATIONS WILL BE DELETED AND THAT PERSON WILL BE UNABLE TO REGISTER ANY FURTHER .KY DOMAIN NAMES.
24. Registrants who have a Domain Name Registration as on 2 March 2015 will have to apply, prior to 2 September 2015, to renew that Domain Name Registration otherwise the Domain Name Registration will lapse and the particular Domain Name(s) will be registerable by someone else. That a person registered a Domain Name prior to 2 March 2015 is no guarantee that he or she will be able to register the same Domain Name after that date.

PERMITTED USE

25. A Domain Name shall not be used:
- (a) for the display, sale, marketing or distribution of pornographic material or alcohol;
 - (b) for gambling or the promotion of gambling;
 - (c) for the bulk distribution of unsolicited e-mail (SPAM); and,
 - (d) to defraud, abuse, annoy, threaten or harass any other person.

Failure to comply with this paragraph will lead to the **immediate** revocation of the Registrant's Domain Name, in addition to any separate legal consequences.

26. By registering a Domain Name, Registrants acknowledge that they must comply with all Applicable Laws including the provisions of the Laws of the Cayman Islands, and in particular the Electronic Transactions Law, the Computer Misuse Law, and the Information & Communications Technology Authority Law or their equivalent (copies of which are on the Authority's website).

DISPUTE RESOLUTION POLICY

27. By registering a Domain Name, the Registrant agrees to be bound by the Uniform Domain Name Dispute Resolution Policy ('UDNDRP') as approved by ICANN on 24th October 1999 (subsequent revisions apply) and adopted by the Authority on 1 October 2003.
28. If there is a dispute regarding a Domain Name Registration and related matters, the Authority will consider and resolve that dispute as set out in its Dispute Resolution Guidelines, as amended from time to time. The version of the UDNDRP which applies at the time the dispute resolution service starts will apply.
29. The Authority (including in this case our directors, officers, staff of all types and any expert appointed by the Authority to act as an arbitrator) will not be liable to the Registrant or anyone else for anything done or not done in connection with any proceedings under the Authority's dispute resolution service.

LIMITATIONS ON WARRANTIES, CONDITIONS, LIABILITY; INDEMNIFICATION

30. THE REGISTRANT EXPRESSLY UNDERSTANDS AND AGREES THAT:

ALL SERVICES PROVIDED BY THE AUTHORITY, INCLUDING WITHOUT LIMITATION, THE PROVISION OF DOMAIN NAME REGISTRATIONS ('SERVICES'), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

31. WITHOUT LIMITING THE FOREGOING, THE AUTHORITY MAKES NO WARRANTY:

- (A) THAT THE REGISTRY WILL BE AVAILABLE AT ALL TIMES DURING THE TERM;
- (B) THAT THE SERVICES WILL BE TIMELY, SECURE OR ERROR FREE;
- (C) THAT THE SERVICES WILL BE FREE FROM BUGS OR VIRUSES;
- (D) WITH RESPECT TO THE ACCESSIBILITY, COMPATIBILITY OR INTEROPERABILITY OF THE REGISTRY OR THE SYSTEMS ACCESSED BY THE REGISTRAR(S) OF RECORD AND/OR THE REGISTRANT; OR
- (E) WITH RESPECT TO THE SECURITY OF THE REGISTRY OR ANY SYSTEMS ACCESSED BY THE REGISTRAR(S) OF RECORD AND/OR THE REGISTRANT.

32. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE OR THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH:
- (A) THE AUTHORITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL NOT HAVE ANY LIABILITY TO THE REGISTRANT FOR ANY ECONOMIC, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUES OR PROFITS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND
- (B) THE AUTHORITY'S ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY CLAIMS) SHALL BE LIMITED TO ACTUAL, DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT RECEIVED BY THE AUTHORITY FROM THE REGISTRAR OF RECORD FOR THE DOMAIN NAME REGISTRATION THAT IS THE SUBJECT OF SUCH CLAIM.
33. FOR GREATER CERTAINTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS EXCLUSION OF LIABILITY SHALL APPLY TO ANY COSTS, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR RELATED TO ACCESS DELAYS OR INTERRUPTIONS TO THE REGISTRY, THE AUTHORITY'S WEBSITE, ANY PRODUCT, SERVICE OR OPERATION (INCLUDING BUT NOT LIMITED TO E-MAIL AND VOIP) RELYING ON THE PROPER FUNCTION OF THE .CA DOMAIN, THE REGISTRANT'S WEBSITE, OR THE DOMAIN NAME REGISTRATION SYSTEM; ISSUES WITH THE DNS ("DOMAIN NAME SYSTEM"); UNAUTHORIZED USE OR MISUSE OF THE REGISTRATION INFORMATION; OR THE AUTHORITY'S FAILURE OR REFUSAL TO REGISTER, RENEW, TRANSFER, MAINTAIN, MODIFY OR DELETE A DOMAIN NAME REGISTRATION. THE REGISTRANT ALSO AGREES TO BE BOUND BY THE LIMITATION OF LIABILITY CLAUSE IN ANY AUTHORITY DOMAIN NAME DISPUTE RESOLUTION POLICY.

INDEMNITY

34. The Registrant agrees to defend, indemnify and save the Authority and its contractors, agents, employees, officers, directors, Members, affiliates and assigns harmless from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including, without limitation, reasonable legal and other related costs) arising out of or in any way connected with the Registrant's use of the Services, including without limitation the Registrant's use of any Domain Name or Domain Name Registration, the Registrant's violation of the Registrant Agreement or Registry PRP, or the Registrant's violation of any rights of another person.
35. If a Claim is made, or the Authority believes a Claim is likely, the Authority may seek written assurances from the Registrant concerning their obligation to indemnify the Authority. The Registrant acknowledges and agrees that its failure to provide those assurances may be considered by the Authority to be a material breach of this Agreement.
36. The Authority shall have the right to participate in any defence by the Registrant of a third-party claim, with counsel of the Authority's choice at the Authority's own expense. The Authority shall reasonably cooperate in the defence at the Registrant's request and expense. The Registrant must receive the Authority's prior written consent regarding any related settlement of a Claim.
37. The Authority's right to rely on paragraphs 30 to 37 above will not be affected by the cancellation or transfer of the Domain Name however so arising.

LEGAL RELATIONSHIP

38. Under no circumstances shall this Agreement be construed to create a partnership, agency or joint venture between the Authority and the Registrant or the Authority and any Registrar(s) of Record.
39. Neither party shall have any right, power or authority to act on behalf of the other party and neither party shall create any express or implied obligations or financial commitments on behalf of the other party.
40. The Registrant agrees that the Registrant is bound as a principal by all of the terms and conditions of this Agreement and the Registry PRP, notwithstanding that the Registrar of Record and/or an agent of the Registrant applied for the registration of the Registrant's selected Domain Name(s) on behalf of the Registrant. The continued registration of the

Registrant's Domain Name Registrations shall ratify any unauthorized actions of the Registrar of Record and any such agent. In addition, the Registrant is responsible for any errors made by the Registrar of Record or any such agent.

CANCELLING OR ALTERING THE DOMAIN NAME

- 41.** The Authority may, in its sole discretion and at its sole option, upon Notice to the Registrant, amend, place in Special Status, suspend, prevent renewal of, or delete a Domain Name and/or Domain Name Registration as applicable in the event that:
- (a) the Authority considers that the Registrant and/or the Registrar of Record has provided inaccurate, not Correct, unreliable or false contact details (including names), failed to keep its contact details up to date, or failed to give the Authority such details at all;
 - (b) the Registrant and/or Registrar of Record fails to pay to the Authority when due any Fees payable by the Registrant and/or Registrar of Record to the Authority with respect to a Domain Name Registration for any reason whatsoever;
 - (c) the Registrant disrupts or abuses the Authority's Registry services as determined by the Authority in its sole discretion including that the Domain Name is being used in a way that is likely to endanger any part of the Domain Name system or the Authority's systems and internet connections;
 - (d) the Registrant has not complied with this Agreement or any of the Registry PRP;
 - (e) the Registrant at any time fails to meet all of the requirements of this Agreement and/or the Registry PRP to: (i) be a Registrant, or (ii) apply for the registration of a Domain Name Registration;
 - (f) on the Registrant's instructions (including the absence of instructions to renew), or by someone acting for the Registrant;
 - (g) if the Authority considers that the changes to update the Register or to correct any error, ambiguity or inaccuracy relating to the Domain Name and/or Domain Name Registration (including any error in making the Domain Name available for registration or an error in a previous cancellation of the Domain Name) would make it more accurate;
 - (h) if the Registrant and/or the Registrar of Record withdraws the Registrant's permission to having its Personal Data displayed on the WHOIS;
 - (i) if the Registrant and/or the Registrar of Record fails to carry out any decision the Authority has made under its dispute resolution service;
 - (j) the Registrant engages in any direct or indirect activity which in the Authority's reasonable opinion: (i) brings, or may bring, the Registry into disrepute; (ii) interferes, or may interfere, with the Registry and/or the Authority's operations; and/or (iii) exposes, or may expose, the Authority to prosecution or to legal action by the Registrant or a third party;
 - (k) maintaining the Domain Name Registration would put the Authority in conflict with requirements of Applicable Laws or the terms of an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator;
 - (l) it is required by an order or decision under the Authority's Domain Name dispute resolution policy or an order, ruling, decision or judgment of a court, tribunal, board, administrative body, commission or arbitrator;
 - (m) the designation by the Cayman Islands Government to manage, operate and control the Registry is terminated or the Authority is no longer recognized at the international level as having the exclusive authority to operate the Registry;
 - (n) all of the Domain Name Registrations registered in the name of the Registrant have been deleted or have expired;
 - (o) the Registrant files, or consents to the filing against it of any petition for relief, reorganization or liquidation under any bankruptcy or insolvency law of any jurisdiction, or has any such petition filed against it that is not dismissed within 30 days thereafter;

- (p) the Registrant makes a general assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over a substantial portion of its assets, or has any proceeding seeking such an appointment filed against it; or,
- (q) the Registrant ceases to carry on business in the normal course, dissolves or is wound up, or ceases to exist as the person listed in the Registry.

SET ASIDE DOMAIN NAMES

- 42. Certain Domain Names have been reserved by the Authority and are unable to be registered at this time without the prior agreement of the Authority. If the Registrant applies to renew such a Domain Name before 2 September 2015, the Registrant will receive a message on the Authority's behalf asking that it contact the Authority about its application. In deciding whether to allow such a renewal, the Authority will consider, among other things, whether the Domain Name has been in active use up to 2 March 2015 (i.e. has had an active website linked to it) and/or whether its use provides a public service connected to the Cayman Islands as applicable.
- 43. Domain Names with swear words included will not be able to be registered without prior consent of the Authority. If a Registrant wants to register a Domain Name with such references, you should apply directly to the Authority setting out the basis for such registration.

TERM; RIGHTS AND REMEDIES OF THE AUTHORITY

- 44. The term of this Agreement (the "**Term**") shall commence effective upon the date that the Registrant enters into this Agreement with the Authority and shall continue in force until terminated as set out herein.
- 45. The Authority may at any time, either in accordance with this Agreement, the Registry PRP or, in its sole discretion and at its sole option, restrict the Registrant's ability to renew, transfer, modify, or delete any or all of the Registrant's Domain Name Registrations.
- 46. The Authority may, in its sole discretion and at its sole option, upon Notice to the Registrant, place in Special Status, suspend or delete a Domain Name Registration within 30 days of the registration of the Domain Name for any reason whatsoever.
- 47. In addition to the Authority's other rights and remedies herein, the Authority may at its sole discretion and at its sole option suspend, amend and/or delete any Domain Name Registration that it deems necessary to: (i) protect the integrity and stability of the Registry; (ii) comply with any Applicable Laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Authority, as well as its officers, directors, and employees; or (iv) to correct mistakes made by the Authority or any Registrar in connection with a Domain Name Registration.
- 48. During any period in which a Domain Name Registration has been suspended pursuant to the provisions of this Agreement or the Registry PRP:
 - (a) the Domain Name Registration will not be included in the list of Domain Name Registrations transferred on a daily basis to the Registry's primary Domain Name server and accordingly, an Internet user will not be able to send an email or access a web page which incorporates such Domain Name Registration;
 - (b) no transactions or activities associated with the Domain Name Registration and/or information concerning the Domain Name Registration will be possible, including without limitation, renewals, transfers, deletions, modifications or other requests or transactions;
 - (c) the Authority will continue to list such suspended Domain Name Registration in the WHOIS look up system of the Registry and the WHOIS look up system will indicate that the Domain Name Registration has been suspended;
 - (d) the Authority may reactivate the suspended Domain Name Registration at any time in its sole discretion; and,

- (e) the Authority may extend the period of suspension at any time for such period as the Authority may determine in its sole discretion.
49. Upon the deletion by the Authority of a Domain Name Registration for any reason pursuant to this Agreement:
- (a) the Registrant will no longer be entitled to the use of such Domain Name Registration and accordingly, an Internet user will not be able to send an email or access a web page which incorporates such a Domain Name Registration;
 - (b) the Domain Name Registration will be deleted from the Registry and will be available for registration in the name of another person; and,
 - (c) the Authority will list the deleted Domain Name Registration as available in its WHOIS look up system.
50. The Authority, in its sole discretion and at its sole option, shall have the right to refuse any Domain Name Registration request from a Registrant if that Registrant had previously not complied with the terms and conditions of this Agreement.
51. The Registrant shall be entitled (either directly or through the Registrar of Record) to terminate this Agreement at any time by giving 30 days' notice to the Authority. The Registrant understands and agrees that there shall be no refund of any Fees in such event.
52. Upon termination of this Agreement for any reason all Domain Name Registrations in the name of the Registrant shall be immediately and automatically deleted and they shall be made available for any other person to register.

GENERAL TERMS

53. The Authority is obliged to meet its statutory obligations relating to the disclosure of information under the Freedom of Information Law, 2007 (as amended from time to time) (the '**FOI Law**'). All information provided to the Authority may need to be disclosed by the Authority in response to a request for information under the FOI Law.
54. Except as otherwise expressly provided herein, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, cause of action or privilege.
55. This Agreement is governed by, and construed in accordance with, the Laws of the Cayman Islands. By registering a Domain Name, you irrevocably agree to submit to the exclusive jurisdiction of the courts of the Cayman Islands over any claim or matter arising under or in connection with this Agreement.
56. Any notice or other communication provided hereunder shall be in writing. Notices from the Authority to the Registrant shall be sent only by email to the email addresses listed in the Registration Information for the Registrant and/or the Registrant's Administrative Contact, and will be deemed to have been given and received on the date on which they are sent. Notices from the Registrant to the Authority shall be sent by email to registryadmin@icta.ky and shall be effective on the confirmation of receipt.
57. Time is of the essence in this Agreement.
58. Each party will promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement.
59. This Agreement will ensure to the benefit of, and be binding on, the parties and their respective administrators, executors or other legal representatives, successors and permitted and qualified assigns. The Authority may assign or transfer all or any part of its rights and obligations under this Agreement to any person The Registrant shall not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of the Authority, which consent shall be in the Authority's sole discretion. Any such purported assignment or transfer, or attempt to so assign and transfer without the Authority's prior written consent, shall be of no force and effect.
60. This Agreement (including the Registry PRP which are incorporated by reference herein) constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements,

understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

- 61.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
- 62.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 63.** Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations under this Agreement resulting from causes beyond its reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.
- 64.** The rights and remedies of the Authority under this Agreement are cumulative and no exercise or enforcement by the Authority of any right or remedy hereunder shall preclude the exercise or enforcement by the Authority of any other right or remedy hereunder or to which it is otherwise entitled by law to enforce.
