Schweizerische Eidgenossenschaft
Confédération suisse
Confederazione Svizzera
Confederaziun svizra

Swiss Confederation

Federal Office of Communications OFCOM

RRA

.swiss TLD Registry-Registrar Agreement (RRA)

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Contents

.swiss TLD Registry-Registrar Agreement (RRA)

Registry-Registrar Agreement ("Agreement")

(Agreement under public law in accordance with Article 17 paragraph 6 of the Swiss Ordinance on Internet Domains of 5 November 2014 [OID; CC 784.104.2])

between

the **Swiss Confederation**, represented by

the Federal Office of Communications

("the Registry")

and

……………………..………….

("the Registrar"),

with the following legal address

………………………………….

and hereby represented by

………………..……………..,

an authorized representative(s) with the authority to bind the Registrar by this Agreement, including its Appendices and the other documents incorporated to this Agreement by reference.

Foreword

a. On 16 October 2014, the Swiss Confederation entered into a gTLD Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate a shared registration system, TLD name servers, and other services ("Registry System") for the top-level domain .swiss (".swiss TLD");

b. Multiple registrars will provide Internet domain name registration services within the .swiss TLD Registry System;

c. The Registrar wishes to act as a registrar for second-level domain name registrations in the .swiss TLD.

Clauses

1. Definitions

In this Agreement the terms starting with a capital letter shall have the following meaning:

"**.swiss TLD**" means the .swiss top level domain.

"**Add Grace Period**" or "**AGP**" means a 5-day period starting from the registration of a domain name, during which the creation operation can be cancelled and the registrar refunded.

"**Allocation**" means the legal act by which the Registry grants, via a registrar, the right of use of a domain name to a Registrant.

"**Code of Conduct**" means the rules of conduct set out in Specification 9 of the Registry Agreement.

"**Confidential Information**" means all information and materials, including, without limitation, data, know-how, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified in writing as confidential.

"**DETEC**" means the Swiss Federal Department of the Environment, Transport, Energy and Communications.

"**Effective Date**" means the date on which the Agreement is executed by both parties.

"**General Availability**" means the general registration period commencing after the launch phases in which available .swiss domain names will be generally made available to all Registrants that are qualified to register domain names pursuant to the Registration Policy.

"**Holder**" means the entity which holds a .swiss domain name.

"**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

"**ICANN Policy/ies**" means any policies (including but not limited to consensus and temporary policies), specifications, procedures, and/or programs specifically contemplated by the Registrar Accreditation Agreement, the Registry Agreement and/or otherwise mandated by ICANN now or in the future.

"**OFCOM**" means the Swiss Federal Office of Communications.

"**OID**" means the Ordinance on Internet-Domains of 5 November 2014 (OID; CC 784.104.2)

"**OT+E**" means Operational Test and Evaluation system.

"**Personal Data**" means all information relating to an identified or identifiable natural or legal person.

"**RDDS**" means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.

"**Registrant**" means the entity which applies or wishes to apply for a .swiss domain name.

"**Registrar**" means the entity entering into this Agreement with the Registry.

"**Registrar Accreditation**" means the accreditation obtained by the Registrar on entering into the RAA with ICANN.

"**Registrar Accreditation Agreement**" or "**RAA**" means the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf.

"**Registration Agreement**" means the electronic Registration Agreement that Registrar must enter into with each Registrant according to Section 3.7.7 of the RAA.

"**Registry**" means the Swiss Confederation represented by the Federal Office of Communications.

"**Registry Agreement**" means the agreement between the Registry and ICANN for the operation of the .swiss TLD.

"**Registry Policy/ies**" means any policies, including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria approved by the Registry, as authorized by ICANN, including without limitation, the policies referred to in **Appendix 1** of this Agreement as well as the Swiss Ordinance on Internet Domains of 5 November 2014 with its possible amendments by the Swiss Federal Council, the Swiss Ordinance on .swiss with its possible amendments by DETEC and the Swiss Technical and administrative regulations on .swiss with its possible amendments by OFCOM.

"**Registry Services**" means the services which the Registry is entitled to provide under the Registry Agreement with ICANN, which include (i) the receipt of data from Registrars concerning registrations of domain names and name servers in the Registry System; (ii) the operation of the Registry System database in compliance with the thick Registry-Registrar business model; (iii) the provision to Registrars of status information relating to the zone servers for the .swiss TLD; (iv) the dissemination of the .swiss TLD zone files; (v) the operation and overseeing of the Registry DNS servers used for

the .swiss TLD; (vi) the dissemination of contact and other information concerning domain name server registrations in the .swiss TLD; (vii) the legal act of domain name Allocation.

"**Registry System**" means the system operated by the Registry for the operation of the .swiss TLD and the provision of the Registry Services in relation to the .swiss TLD.

"**Sunrise**" means the special period during which trademark holders may preregister names that are the same or similar to their trademarks.

"**TLD**" means Top-Level Domain in the Internet name system.

"**Trademark Clearinghouse**" is a rights protection mechanism built by ICANN, consisting of a centralized database of verified trademarks that is connected to each and every new gTLD that will launch and that provides the services described on http://www.trademark-clearinghouse.com/.

"**URS**" means the Uniform Rapid Suspension System rights protection mechanism established by ICANN, whose rules and procedure can be found at http://newgtlds.icann.org/en/applicants/urs.

"**URS Complainant**" means the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.

"**Variable Registry-Level Fees**" has the meaning outlined in Section 6.3 of the Registry Agreement.

"**WHOIS database**" means database which guarantees to any interested person access in real time to information relating to the holders of domain names.

2. Registrar Accreditation. Requirements for Start of Operations

2.1. Effective Date of Accreditation

On signing this Agreement (the "Effective Date"), the Registrar is immediately accredited as a .swiss TLD Registrar.

2.2. Start of Operations

The Registrar, however, will not be able to actually start submitting domain name applications and/or registering domain names in the Registry System until the Registry confirms in writing, through an electronic communication, that the following requirements are met:

a. Signature and compliance with ICANN's Registrar Accreditation Agreement ("**RAA**"); and

b. satisfactory completion of the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes. Registrars that have not completed the integration test will not be able to take part in the Sunrise, nor to register any name subject to Claims either during the Claims Period or during the subsequent release of previously-reserved domains.

3. Rights and Obligations of the Registry

3.1. Registry Services

During the Term of this Agreement, the Registry will operate in accordance with (i) the Registry Agreement entered into with ICANN including its possible amendments and/or subsequent Agreements, (ii) any other applicable ICANN Policies, (iii) the Swiss Ordinance on Internet Domains of 5 November 2014 with its possible amendments by the Swiss Federal Council, (iv) the Swiss Ordinance on .swiss with its possible amendments by DETEC, and (v) the Swiss Technical and Administrative Regulations on .swiss with their possible amendments by OFCOM.

3.2. Accreditation and Use of the Registry System

During the Term of this Agreement, the Registrar is hereby accredited by the Registry to act as a registrar (including to register and renew domain names in the Registry System) for the .swiss TLD. The Registry shall provide the Registrar with access to the Registry System that the Registry operates according to its arrangements with ICANN. Nothing in this Agreement entitles the Registrar to enforce any agreement between the Registry and ICANN.

3.3. Maintenance of Registrations by the Registrar

Subject to the provisions of this Agreement, ICANN requirements, Registry Policies authorized by ICANN and the Swiss Ordinance on Internet Domains of 5 November 2014 with its possible amendments by the Swiss Federal Council, the Swiss Ordinance on .swiss with its possible amendments by DETEC and the Swiss Technical and administrative regulations on .swiss with their possible amendments by OFCOM, the Registry shall maintain the domain names registered by the Registrar in the Registry System during the term for which the Registrar has paid the registration fees.

3.4. Registrar's Use of TLD name (.swiss) and Logo

3.4.1   The Registry hereby grants to the Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the TLD name (.swiss) and the dot.swiss logo shown in **Appendix 2** to identify itself as an accredited registrar for the .swiss TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

3.4.2   Notwithstanding the foregoing, the Registry's website including, but not limited to, trademarks, drawings, models, images, text, photos, logos, corporate identity, software, search engines, databases and domain names which are made available to the Registrar shall be and shall remain the exclusive property of the Registry.

3.4.3   The Registrar shall not use or reproduce the Registry's trademarks or other distinctive signs or other intellectual property (in the broadest possible sense) without the Registry's express prior permission.

3.5. OT+E System

The Registry shall make an Operational Test and Evaluation system ("OT+E") available to the Registrar so that the Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.

3.6. Changes to the Registry System

3.6.1   The Registry may make modifications to the Registry System or revise or augment its features. The Registry will provide the Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Registry System.

3.6.2   This notice period does not apply in the following events:

a. The technical modifications implemented by the Registry in the Registry System and its features do not require any development or implementation by the Registrar.

b. The modifications affect the Registry Policy but do not require any implementation or development by the Registrar.

c. The modification has been mandated to the Registry by ICANN and has to be implemented in a period that is shorter than ninety (90) days.

d. The Registry System is subject to the imminent threat of a failure or a material security threat.

e. The discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic, or (iii) data traffic not conforming to the protocols used by the .swiss Registry System.

3.7. Code of Conduct

The Registry shall comply with the Code of Conduct as set out in Specification 9 of the Registry Agreement including, among others, that the Registry will not allow any parent, subsidiary, affiliate, subcontractor or other Registry related entity to enjoy any special treatment as described in Specification 9.

3.8. ICANN Requirements

The Registry's rights and obligations mentioned above are subject to modification at any time as a result of changes to ICANN-mandated requirements and consensus policies. The Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

4. Rights and Obligations of the Registrar

4.1. Accreditation in Force

During the Term of this Agreement, the Registrar shall at all times maintain in full force and effect its updated Registrar Accreditation by ICANN as a registrar for the .swiss TLD.

4.2. Provisions of Registrar Services

4.2.1   During the Term of this Agreement, the Registrar may operate as a registrar for the .swiss TLD in accordance with:

a. this Agreement;

b. the Swiss Ordinance on Internet Domains of 5 November 2014 with its possible amendments by the Swiss Federal Council, in particular Art. 17 paragraph 2 lit. b and Art. 20 paragraph 3, the Swiss Ordinance on .swiss with its possible amendments by DETEC and the Swiss Technical and administrative regulations on .swiss with their possible amendments by OFCOM;

c. ICANN's Registrar Accreditation Agreement (RAA) dated 27 June 2013 or later, including its possible amendments, and any other applicable ICANN Policies, including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorized by ICANN's By-laws now or in the future;

d. all Registry Policies adopted by the Registry, referred to in **Appendix 1** of this Agreement. The Registrar is aware that the Registry may update the content and/or URL of those Registry Policies and is responsible for monitoring them on a regular basis. The Registry will provide the Registrar with at least ninety (90) days' notice prior to the implementation of any changes or updates to the Registry Policies if the change or update needs any development or implementation on the Registrar registration interface or in the Registrar interaction with the .swiss Registrants or Holders;

e. Registry's operational guidelines, including any operational standards, procedures and practices adopted by the Registry for the operation of the Registry System. The Registry will provide the Registrar with at least ninety (90) days' notice prior to the implementation of any changes or updates in the Registry's operational standards, procedures and practices if such change or update needs any development or implementation on the Registrar registration interface or in the Registrar interaction with the .swiss Registrants or Holders; and

f. applicable statutes, laws and regulations limiting the domain names that may be registered.

4.2.2   The Registrar undertakes not to perform any act or technical intervention which would adversely affect the smooth running of the Registry's services, and generally undertakes to abide by the best practices or any other equivalent provisions developed by the Registry.

4.3. Registrar's Responsibility towards Customers

4.3.1   The Registrar is responsible for providing customer service as needed to receive and process registrations from Registrants; to process orders for cancellation, deletion or transfer of domain names in the Registry System; to bill Holders, as well as to provide record and technical support. The Registrar is also responsible for obligations mentioned in Art. 20 paragraphs 1 and 2 and Art. 22 paragraph 3 of the Swiss Ordinance on Internet Domains of 5 November 2014.

4.3.2   The Registrar is in charge, on an exclusive basis, of the relationship with its customers and is responsible for satisfying their requests and complaints, and generally of observing all its obligations.

4.3.3   It is the Registrar's responsibility to ensure that it has received payment of its registration fee.

4.3.4   The Registrar is personally responsible for third-party claims which may arise in connection with the registration or renewal of a domain name.

4.3.5   The Registrar may not rely on the responsibility of the Registry and shall not therefore refer the relevant third parties to the Registry or to its services.

4.4. Domain Name Registrations and Renewals

4.4.1   Once the Registrar receives an electronic notification from the Registry confirming that the technical requirements referred to in Section 2.2 have been met, the Registrar may start registrations requested and paid for by the Registrants.

4.4.2   The Registrar shall maintain a sufficient account balance to carry out its transactions with the Registry. If the balance is insufficient, the transaction will not go through.

4.4.3   In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System records prevails.

4.4.4   The Registrar shall register domain names to Registrants only for fixed periods according to the Registry Policies.

4.4.5   The Registrar shall not insert or renew any domain name in the Registry System in a manner contrary to (i) any ICANN consensus policy stating a list or specification of excluded names that is in effect at the time of insertion or renewal, (ii) any list of names to be reserved from registration as required by the Registry or (iii) any reservation within the meaning of Art. 26 of the Swiss Ordinance on Internet Domains of 5 November 2014.

4.4.6   The Registrar shall not register domain names in the Registry System for its own account or for accounts of a Registrar's affiliate for the purpose of trafficking in domain names for sale, resale or transfer to Registrants. Furthermore, the Registrar shall not engage any third party to achieve the aforementioned purpose.

4.4.7   The Registrar must accept and process payments for the renewal of a suspended domain name by a URS Complainant in cases where the URS Complainant prevailed.

4.4.8   The Registrar must not renew a suspended domain name for a URS Complainant who has prevailed for longer than one year (if allowed by the maximum validity period of the .swiss TLD according to the Registry Policies).

4.5. Submission of Registration Data to the Registry

4.5.1   **Completeness, Accuracy, Validation and Verification of Data.** As part of the registration process, the Registrar shall submit complete data as required by the technical specifications of the Registry System. The Registrar is responsible for ensuring that all contact information provided by Registrants is filled out in the right format, complete, accurate and is kept up-to-date, as required by ICANN and by the Registry.

4.5.2   **License.** All data submitted to the .swiss Registry System over which the Registrant may retain exclusive ownership is hereby licensed to the Registry on an irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow the Registry to use the data for propagation of and to provide authorized access to the TLD zone file and as otherwise required for providing Registry Services.

4.5.3 **Zone Files.** The Registry will provide the Registrar access to current .swiss zone files via methods described in specification 6, point 2.1. of the .swiss Registry Agreement.

4.6. Personal Data

4.6.1 Personal Data submitted to the Registry System by the Registrar under this Agreement will be collected and used by the Registry for the purposes of providing Registry Services as defined in the Registry Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and in accordance with the Swiss Ordinance on Internet Domains of 5 November 2014. The Registry shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes. The Registry shall not assign the data to any third party. When required by ICANN, however, the Registry may make Personal Data available to ICANN or the relevant authorities for inspection in accordance with the Swiss Ordinance on Internet Domains or with any other applicable Swiss legislation.

4.6.2 The Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data described in Section 4.6.1 above. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, the Registrant must represent and guarantee that they have informed such third-party individuals of the intended use by the Registry of their Personal Data.

4.6.3 The Registry shall take reasonable steps to protect Personal Data collected from the Registrar from loss, misuse, unauthorized disclosure, alteration or destruction.

4.7. Mandatory Provisions in the Registration Agreement between Registrar and Registrant

4.7.1 **Acceptance of Registry Policies.** The Registrar must comply with and oblige its Registrants to adhere to and comply with the Registry Policies adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registry Policies, which Registrants must accept prior to registration.

4.7.2 **Indemnification.** In the Registration Agreement, the Registrar shall require the Registrant to acknowledge and agree that (i) the Registrant is fully responsible for the registration and use of the registered domain name; and that (ii) the Registrant shall indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry as well as the Registry directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or in relation to Registrant's domain name registration and/or use.

4.7.3 **Reservation of Rights.** In addition, the Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that the Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, block, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

   a. protect the integrity, security, and stability of the Registry System;

   b. comply with all applicable laws and regulations or with any dispute resolution process;

   c. avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;

   d. stop or prevent any violations of any terms and conditions of this Agreement;

   e. correct mistakes made by the Registry or any registrar in relation to a domain name registration; and

   f. ensure compliance with ICANN and/or Registry Policies.

4.7.4 **Data Update.** The Registrar must oblige its Registrants to immediately correct and update the registration information for the registered name during the registration term.

4.7.5   **Domain Name Dispute Resolution.** The Registrar must comply with and must oblige its Registrants to adhere and comply with all applicable ICANN or Registry mandated policies and procedures for the resolution of disputes concerning domain names registered in the Registry System.

4.7.6   **Public Interest Commitments.** The Registrar will also include in its Registration Agreement a specific provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. The Registrar must also provide the Registrant with a description of the potential consequences for such activities, including suspension (block) of the domain name.

4.7.7   **Registry as Third-Party Beneficiary.** The Registry is a third-party beneficiary of the Registration Agreement. The Registrar acknowledges that the Registry is a third-party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement. The Registry shall in no case benefit from this provision to engage Registrar's customers for domain name registration marketing oriented activities.

4.7.8   **Verification of Compliance**

   a. On notice and request from the Registry, the Registrar shall provide within seven (7) business days copies of the Registration Agreements or evidence of its acceptance by any of the Registrants or Holders.

   b. The Registrar must comply with and oblige its Registrants to adhere to and comply with the Registry Policies adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registration Policies, which Registrants must explicitly accept prior to registration.

4.8. Misrepresentation

The Registrar shall not represent to any Registrant or Holder that the Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the .swiss TLD.

4.9. Cooperation

In the event of any inquiry or dispute for any reason involving a .swiss domain name registered by the Registrar, the Registrar shall provide all reasonable assistance to the Registry and/or any Court, Arbitrator, and/or any other relevant authority considering the issue or dispute.

4.10. Registrar's Resellers

4.10.1   The Registrar may subcontract all or part of its services, or use a reseller, but in all cases remains solely responsible for the proper implementation of this Agreement. It will ensure the use and protection of the Personal Data that may be entrusted to the subcontractor, in order to maintain the security of the data, in particular to prevent it from being altered, damaged or communicated to non-authorized persons.

4.10.2   In addition, the Registrar must ensure that its subcontractors and/or resellers do not display the Registry logo, or otherwise represent themselves as being accredited by the Registry, unless they have written permission from the Registry to do so.

5. Fees

5.1. Amount

5.1.1   Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set out in the DETEC Ordinance of 7 December 2007 on Rates for Administrative Fees in the Telecommunications Sector (CC 784.106.12). The registry may entrust the collection of these fees to a third party acting on its behalf.

5.1.2   Registry shall provide Registrar with at least thirty (30) days' notice prior to the implementation of any reduction of the fees and at least ninety (90) days' notice prior to the implementation of any increase in the fees.

5.2. Payment

The Registry will draw payment for fees from a bank deposit once registrations and renewals are verified. The Registry will provide the Registrar with a statement of activity monthly in arrears for each month's fees drawn from the Registrar deposit account. The Registrar may request, at any time, that the Registry return all or part of the funds in the Registrar's deposit. The Registry shall remit such return to the Registrar within seven (7) business days after receipt of the Registrar's request.

5.3. Refunds for Denied Applications and for Domains Deleted During Grace Periods

The Registrar shall follow all instructions from the Registry with respect to denying applications or deleting domain name registrations during grace periods, and shall process all returned fees to Registrants in connection with those denials and deletions during grace periods at no additional cost to Registry. Subject to the limits set out in ICANN's Add Grace Period Limits Policy available at http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm, the Registry shall credit the Registrar deposit account for the standard fees associated with any required return of fee to Registrant associated with deletions during grace periods and/or with denial of applications. Registry, however, will not reimburse the Registrar for any out-of-pocket expenses associated with this type of refund.

5.4. Variable Registry-Level Fee

In the event that the Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, the Registry shall be entitled to collect such fees from the Registrar, and the Registrar hereby gives its express approval of Registry's collection, in addition to fees due to the Registry under Section 5.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by the Registry to ICANN with respect to the Registrar's registrations in the Registry System.

6. Confidentiality

6.1. Obligations

During the Term of this Agreement, each party (the "Disclosing Party") may disclose Confidential Information to the other party (the "Receiving Party"). The Receiving Party:

a. shall treat as strictly confidential and use all reasonable efforts to preserve the secrecy and confidentiality of all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures;

b. shall use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever;

c. shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement;

d. shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party; and

e. shall not prepare any derivative works based on the Confidential Information.

6.2. Exceptions

6.2.1   Notwithstanding the foregoing, Section 6.1 imposes no obligation on the parties with respect to information that (i) is or has entered the public domain through no fault of the Receiving Party; or (ii) is known by the Receiving Party prior to the time of disclosure; or (iii) is independently produced by the Receiving Party without use of the Confidential Information; or (iv) is made generally available by the Disclosing Party without restriction on disclosure.

6.2.2   Both parties understand the need to disclose any Confidential Information received in the context of this Agreement should such disclosure be required by any relevant law enforcement agency with jurisdiction over either of the parties. Both parties acknowledge and agree that in these circumstances, the requested party may be prevented from notifying the other party of the need for disclosure before the act of disclosure occurs.

6.3. Duration

The Receiving Party's duties under Section 6.1 shall expire two (2) years after the expiry or termination of this Agreement or earlier, by written agreement of the parties.

7. Reservation of rights for compliance purposes

7.1. Change of status, denial, modification, cancel or transfer of domain names

The Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, block, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

a. protect the integrity, security, and stability of the Registry System;

b. comply with all applicable laws and regulations or with any dispute resolution process;

c. avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;

d. stop or prevent any violations of any terms and conditions of this Agreement;

e. correct mistakes made by the Registry or any registrar in relation to a domain name registration; and

f. ensure compliance with ICANN and/or Registry Policies.

7.2. Suspension (blocking) of New Registrations in the Registry System

7.2.1   In the event that in any period of thirty (30) days, over 33% of registered names that the Registrar submits are not in compliance with either:

a. this Agreement; or

b. most current ICANN Registrar Accreditation Agreement (RAA) and any other applicable ICANN Policies; or

c. all Registry Policies adopted by the Registry, referred to in Appendix 1 of this Agreement; or

d. Registry's operational guidelines, including any operational standards, procedures and practices adopted by the Registry for the operation of the Registry System; or

e. applicable legal and regulatory provisions on domain names,

both parties shall consult to determine the causes of these non-compliant registrations, and evaluate and implement measures to prevent any activities that may enable the registration of non-compliant domain names.

7.2.2   The Registry may temporarily suspend the Registrar's ability to register new domain names in the Registry System if in any of the four (4) subsequent thirty-(30)-day periods over 33% of registered names that the Registrar submits do not comply with the requirements specified in the foregoing paragraph.

8. Indemnities and Limitation of Liability

8.1. Indemnification

8.1.1   The Registrar shall indemnify, defend and hold harmless the Registry as well as the Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to Registrar's breach of the Agreement.

8.1.2   The Registry shall indemnify, defend and hold harmless the Registrar, Registrar providers, as well as Registrar employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to (i) the Registry's breach of the Agreement, or (ii) the functioning of the Registry System.

8.2. Limitation of liability

In no case shall the Registry or the Registrar be liable for indirect damages, or any damages resulting from loss of profits or business interruption, arising out of or in connection with this Agreement. The Registry and its providers and subcontractors, and the Registrar and its providers and subcontractors, total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of (i) the total amount of fees paid by the Registrar to the Registry under this Agreement for the preceding twelve (12) months or (ii) CHF 50,000.

8.3. Severability

If either party gives notice to the other that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. Notices

9.1. Addresses

Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing:

To Registry:	Federal Office of Communications OFCOM
Address:	Zukunftstrasse 44, P.O. Box 252, 2501 Biel/Bienne
Attention:	TP-NA
E-mail:	domainnames@bakom.admin.ch

To Registrar:

Swiss Correspondence Address:

(as mandated by Art. 17.2.b) of the Ordinance on
Internet Domains from November 5, 2014)

Attention:

E-mail:

9.2. Language

All notices, communications, designations, and specifications made under this Agreement shall be in English, German, French, or Italian, unless both parties agree to use another language.

10. Agreement on Evidence

Documents in electronic format that are exchanged between the parties shall serve as evidence, in that they identify the persons involved and they are made and kept by the Registry under reasonable conditions ensuring their integrity. In case of disagreement between the parties, the information stored on the Registry's registration system and servers represents evidence between the parties.

11. Term

This Agreement shall commence on the Effective Date and continue until the earlier of the following (i) termination by either party on thirty (30) days written notice; or (ii) termination for cause, as defined in Section 12.2.

12. Termination

12.1. Termination at option of Registrar

Registrar may terminate this Agreement at any time by giving the Registry thirty (30) days' written notice of termination.

12.2. Termination for cause

12.2.1   If either party breaches any material term of this Agreement and such breach is not cured within thirty (30) calendar days of written notice thereof being given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

12.2.2   Without prejudice to Section 12.2.1 above, this Agreement shall terminate if any of the following is not cured within thirty (30) days:

    a. the Registrar loses its current accreditation as ICANN Accredited Registrar, either for termination or lack of renewal;

    b. the relevant Registry Agreement is terminated or expires without Registry entering into a subsequent Registry Agreement with ICANN;

    c. the Registrar becomes bankrupt or insolvent;

    d. the Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry;

    e. the Registrar proactively promotes its registration services for domain name registration or renewals against the Provisions of this Agreement and of the Registry Policy.

12.3. Effect of Termination

12.3.1 On termination of this Agreement for any reason:

    a. The Registry may complete the registration, transfer or renewal of all domain names processed by the Registrar to the date of any expiration or termination, provided Registrar's balance deposit with the Registry is sufficient.

    b. The Registrar shall immediately transfer the Holders to other ICANN-accredited registrars, in compliance with any procedures approved by ICANN.

    c. All Confidential Information in possession of the Receiving Party shall be immediately returned to the Disclosing Party or destroyed.

    d. License to use TLD name and Logo pursuant to Section 3.4 shall immediately terminate.

    e. In case of termination attributable to the Registrar, the Registry reserves the right to immediately contact any Holder to facilitate the transition to another ICANN-accredited registrar.

12.3.2 In the event of termination of this Agreement, the following shall survive: Sections 4.3, 4.7, 4.10, 5, 6, 7.1, 8 and 13 of this Agreement.

13. Miscellaneous

13.1. Assignment

Except as required by the Registry Agreement, the Registrar may not assign any of its rights and obligations under this Agreement without the prior written approval of the Registry.

13.2. Entire Agreement

This Registry-Registrar Agreement stipulates all the obligations of the parties.

13.3. Parties Relationship

Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

13.4. Amendments

The Registry may amend this Agreement; provided, however, that any material revision thereto must be approved by ICANN before any such revision becomes effective and binding on the Registrar. The Registry will provide the Registrar at least thirty (30) days written notice of any revision to this Agreement before any such revision becomes effective and binding to the Registrar. If the Registrar does not agree with any change, the Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

14. Dispute Resolution

14.1. Governing Law

This Agreement is governed by and construed under the laws of Switzerland.

14.2. Jurisdiction

Any dispute arising from or in connection with this Agreement shall be, according to art. 35, let. a of the Federal Administrative Court Act of 17 June 2005 (FACA; CC 173.32), brought before the Federal Administrative Court.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Registry: Registrar:

Federal Office of Communications OFCOM

François Maurer   Name:

Head of Numbering and Addressing   Title:

Dated: Dated:

APPENDIX 1: .swiss TLD Registry Policies

The .swiss TLD Registry Policies include the complete set of the .swiss policies; namely

- Launch Policy
- Sunrise Dispute Resolution Policy
- General Registration Policy
- Any other Policy approved by the Registry in the future, as set out in this Agreement.

All these Policies are available at http://www.nic.swiss.

APPENDIX 2: Logo Licensed to Registrar