

REGISTRAR ACCREDITATION AGREEMENT

Made and signed on the day of

BETWEEN:

THE ISRAEL INTERNET ASSOCIATION

An Israeli Registered Association No. 58-029954-3
of 6 Bareket Street, POB 7210 Petach Tikvah 49517, ISRAEL
(hereinafter referred to as “ISOC-IL”)

of the one part

AND:

(hereinafter referred to as “the Registrar”)

of the other part

WHEREAS

ISOC-IL is the body authorized to manage the domain name registry for the “.il” country code Top Level Domain (“ccTLD”);

AND WHEREAS

ISOC-IL wishes to accredit various registrars as customary in many countries throughout the world;

AND WHEREAS

the Registrar has submitted an offer to serve as accredited registrar of ISOC-IL for the registration of domain names under the permitted SLDs (as defined below)

AND WHEREAS

the Registrar warrants and confirms that it has the financial, technological and organizational experience, know-how and ability required to provide all the services, as defined herein, and to perform all its obligations pursuant hereto, and that it wishes to serve as accredited registrar of ISOC-IL;

AND WHEREAS

on the basis of the warranties contained in the Registrar’s offer, ISOC-IL has decided to accept the Registrar’s offer and to appoint it as accredited registrar;

AND WHEREAS

the parties wish to regulate their relations and prescribe the terms and conditions of their contractual relationship, as provided below;

ACCORDINGLY, IT IS WARRANTED, PROVIDED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Recitals, headings and appendices

- 1.1 The recitals and appendices hereto constitute an integral part hereof.
- 1.2 The agreement and its appendices supplement each other; however, in the event of any contradiction and/or non-conformity between the provisions of this agreement and the provisions of any of the appendices -
- (a) if one of the documents - either the agreement or the relevant appendix - includes an express provision on the matter, the express provision shall prevail over the general provision;
 - (b) in the absence of an express provision as aforesaid -
 - (1) where the subject-matter of the contradiction and/or non-conformity is of a contractual nature, the provisions of this agreement shall prevail;
 - (2) where the subject-matter of the contradiction and/or non-conformity is of a professional-technical nature, the provisions of the relevant appendix shall prevail.
- 1.3 The provisions of any agreement or appendix drawn up after the execution hereof shall not prevail over the provisions of this agreement or its appendices, unless expressly provided otherwise in the later document, in reference to the specific provisions of this agreement it seeks to alter.
- 1.4 The clause headings herein are for convenience purposes only and shall not be used in the interpretation hereof.

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2. **Definitions**

2.1 In addition to the expressions defined elsewhere in this agreement, the following expressions shall bear the meanings set forth alongside them:

- (a) “contact” - The person or entity registered in the database as an administrative contact, technical contact and/or zone contact.
- (b) “written”, “in writing” - including an original physical copy, photocopy, facsimile, e-mail and on-line electronic form, provided that the applicant may be positively identified;
- (c) “database” - an electronic database for domain names under the “.il” ccTLD that is managed by ISOC-IL, including, inter alia, details of the domain names registered under the “.il” ccTLD, and in relation thereto, details of their holders, their related contacts, their name servers and the registrars to which they are attributed;
- (d) “application submission” - an act of the Registrar in which an electronic application is submitted to the domain name registry to perform a particular act in relation to a particular domain name, such being in accordance with the contracting means and procedures determined by ISOC-IL from time to time;
- (e) “the offer” - the Registrar’s offer to serve as accredited registrar that was submitted to ISOC-IL on _____, which has been found suitable by ISOC-IL. The Registrar’s offer is annexed hereto as appendix “J”;
- (f) “the permitted SLDs” - (1) the “.co.il” string; (2) the “.org.il” string; (3) the “.net.il” string; (4) the “.ac.il” string; and (5) the “.muni.il” string; “SLD” means Second Level Domain,
- (g) “the services” - services which the Registrar is under a duty to provide, as set forth in clause 4.1 hereof;
- (h) "registration unit" – a registration period of one year of one domain names. Registration and renewal of Domain Names are done in full registrations units only. Registration units are non-dividable into smaller units. The rate of a registration unit, for the purposes of registration actions that involve payment, is detailed in appendix "H".
- (i) “the registration rules” - ISOC-IL’s rules for the allocation of domain names under the “.il” ccTLD, which are published on ISOC-IL’s Internet site at the address www.isoc.org.il, as updated from time to time;
- (j) “applicant” - a person or legal entity that has applied to an accredited registrar to receive services as set forth in clause 5 for him or for someone else;

- (k) “holder” - a person or legal entity who hold domain name in accordance with the registration rules;
- (l) “domain name registry”, “ISOC-IL’s registry” - the domain name registry for the “.il” ccTLD managed by ISOC-IL;
- (m) “operating deposit” - a sum of money deposited by the Registrar in advance for the purpose of performing acts in the domain name registry. Amounts as set forth in appendix “G” may be placed in the operating deposit;
- (n) “contact code” - the unique identification code allocated to each contact whose details are entered in the database;
- (o) “accredited registrar” - a corporation with whom ISOC-IL has signed a registrar accreditation agreement and submitted an accreditation approval pursuant hereto – provided that this agreement has not been canceled by ISOC-IL;
- (p) “attribution” - the attribution of a domain name to a registrar means noting in ISOC-IL’s register that the domain name is managed for its holder through a particular accredited registrar;
- (q) “domain names”, “domain name” (for the purpose of this agreement) - three alpha-numerical strings, which are separated by dots, the two sequences on the right being one of the permitted SLDs (as defined above). The domain name structure is governed by the technical limitations detailed in appendix “B”;
- (r) “maximal holding term” - the maximal registration term allowed for a domain name in any given moment. The maximal holding term is defined in appendix "H": the holding term.

3. Suspensory conditions

- 3.1 The Registrar shall develop and present a computer application to ISOC-IL meeting the requirements of the technical specification (“reference manual”), which is annexed hereto, that is capable of performing, against the registry’s servers, the entire set of registration acts detailed in the technical specification and in appendix “E” hereto (hereinafter referred to as “**client application**”). The development of the customer application constitutes a suspensory condition of the agreement.
- 3.2 ISOC-IL shall carry out a capability examination of the client application presented, in the Testbed environment provided by ISOC-IL for the purpose of building client applications by accredited registrars, in accordance with ISOC-IL’s examination procedure.

- 3.3 ISOC-IL shall make an effort to complete the examination within a reasonable period of time, and in any event within not more than 21 business days from the date of the Registrar's notice that the customer application is ready.
- 3.4 If the client application presented to ISOC-IL does not meet ISOC-IL's requirements after two examinations have been carried out by ISOC-IL - this agreement shall not be valid. If and insofar as the Registrar wishes to serve as accredited registrar of ISOC-IL, it must submit a new application to serve as accredited registrar, which it may do only after three months have elapsed from the date of the execution hereof.
- 3.5 Only after ISOC-IL checks that the customer application meets the requirements, and subject to presentation of an insurance policy as provided in clause 11 of the agreement, will it ISOC-IL give the Registrar written accreditation approval attesting that the Registrar may commence acting as accredited registrar of ISOC-IL (hereinafter referred to as "**accreditation approval**").
- 3.6 For the avoidance of doubt - so long as ISOC-IL's accreditation approval has not been given, this agreement shall not be valid, and the Registrar may not howsoever present itself as accredited registrar of ISOC-IL. Cancellation of this agreement shall be deemed a cancellation of the accreditation approval without need to cancel it separately.

4. The Registrar's accreditation

- 4.1 Upon receiving accreditation approval and subject to the full and precise performance of all the Registrar's obligations pursuant hereto, the Registrar may serve as accredited registrar of ISOC-IL for the registration of domain names under the permitted SLDs during the term of this agreement and provide the whole range of services, as defined herein.
- 4.2 For the avoidance of doubt, the Registrar warrants and confirms that nothing herein shall be deemed as vesting it with an exclusive right to serve as accredited registrar and it is aware, and agrees, that ISOC-IL is entitled to accredit additional registrars in addition to already accredited registrars.
- 4.3 The Registrar acknowledges that starting 2016 ISOC-IL intends to focus on managing the domain name registry, therefore ISOC-IL will cease to directly register and renew domain names under the permitted SLDs, so that the management of domain name under the permitted SLDs will be executed exclusively by the accredited registrars. Upon expiration of the allocation period of each domain name under the permitted SLDs currently managed by ISOC-IL, the domain name holder will be required to choose to which of the accredited registrars he wishes to transfer the management of the domain name. Upon receipt of the attribution request of the ISOC-IL managed domain name, the registrar will submit a change of registrar request pursuant to APPENDIX "E": REGISTRY OPERATING PROCEDURES. In such a case, the transferor is ISOC-IL. The provisions of this section shall not apply to domain names to which the registration rules enacted on 31.12.1998 (including the amendments which have been added to the rules over the years) do not apply.

4.4 The Registrar warrants and confirms that ISOC-IL reserves the rights to resume the registration and management of domain names under the permitted SLDs directly, in addition to the domain name registry management, anytime and without prior notice and to such the registrar confirms and agrees.

5. The services

5.1 Subject to the full and precise performance of the provisions of this agreement and in accordance with the procedures detailed in appendix "E": registry operating procedures, the Registrar may perform the following acts, and them alone, in ISOC-IL's registry (hereinafter referred to as "**the services**"):

- (a) submit applications to register new domain names (create domain);
- (b) submit applications to delete the registration of existing domain names (delete domain);
- (c) submit applications to renew the registration of domain names (renew domain);
- (d) submit applications to update and change details in existing domain name entries (update domain), including the update of a Transfer Authorization Code and a request to change the locking for transfer status of a Domain Name (Lock Transfer);
- (e) submit applications to reassign domain names from holder to holder (reassign domain);
- (f) submit applications to change the attribution of a domain name of another registrar to it (that is to say, an application from a holder to replace a registrar) (transfer domain);
- (g) submit applications to register a contact attributed to the Registrar (create contact);
- (h) submit applications to update details of a contact attributed to the Registrar (update contact);
- (i) submit applications to delete details of a contact attributed to the Registrar (delete contact);
- (j) submit applications to cancel applications submitted by it (cancel application);
- (k) submit applications to retrieve information on the registration details of a domain name (info domain);
- (l) submit applications for information to check if a domain name is registered (check domain);

(m) submit applications to retrieve information on the registration details of a contact (info contact).

5.2 ISOC-IL may reject any application submitted by the Registrar if the Registrar does not perform its obligations to ISOC-IL pursuant hereto, or for any other reasonable grounds, operational, monetary or legal.

5.3 As a fundamental condition hereof, the Registrar undertakes to provide the general public, in an equal, universal and non-discriminatory manner, with the whole range of services within 14 days from receiving the accreditation approval and for the entire term of the agreement. Nothing in the aforementioned shall derogate from the registrar permitting the registration, renewal and transfer of domain names, and any other action related to them, with regards to the permitted SLDs - (1) ".net.il"; (2) ".ac.il"; (3) ".muni.il" – only to certified entities according to the registration rules.

5.4 The Registrar undertakes to provide the services using only the client application and is banned from providing the service by any other means or systems.

5.5 Procedures

(a) The Registrar shall provide the services in accordance with ISOC-IL's procedures, as shall be from time to time (hereinafter referred to as "**the procedures**"), and subject to the registration rules.

(b) The ISOC-IL procedures valid as at the date of the execution hereof are those detailed in appendix "E": registry operating procedures.

(c) ISOC-IL might from time to time add new procedures and change existing procedures in its exclusive discretion. Such additions and changes shall take effect within 30 days of the date on which the update is furnished to the Registrar.

5.6 Accredited registrar's logo

(a) So long as it serves as accredited registrar pursuant hereto, the Registrar may place a computer code provided by ISOC-IL on the Internet site used by it for the registration services, enabling users of the site to ascertain that it is an accredited registrar.

(b) In the event of the agreement's suspension, expiry or termination, for any reason, the Registrar shall delete and remove the computer code provided by ISOC-IL from the site, as soon as possible and no later than within two (2) business days from said suspension, expiry or termination.

5.7 The Registrar's obligations in connection with the service's provision

- (a) The Registrar acknowledges that the domain names will be registered and managed subject to ISOC-IL's registration rules and that both the holder and the Registrar itself are subject to and bound by these rules (unless this agreement expressly excludes the applicability of particular registration rules to the Registrar).
- (b) Without derogating from the registration rules, the Registrar, anyone on its behalf or anyone related to it shall not register domain names for the purpose of offering them for the use or holding of third parties and shall refrain from any registration for their own holding of names not required by them for their own use.
- (c) The Registrar undertakes, as a fundamental condition hereof, that -
 - (1) it shall take reasonable steps to verify the application details before submitting them to ISOC-IL for the purpose of updating the domain name registry;
 - (2) Regarding applications submitted to the registrar with respect to the following permitted SLDs – (1) ".net.il"; (2) ".ac.il"; (3) ".muni.il" – the registrar will perform a general initial examination with the applicant to make sure that the requirements set forth in section 4.3 of the registration rules are apparently fulfilled. In the event the registrar, at its discretion, finds that such requirements are fulfilled, the registrar shall transfer the complete application to ISOC-IL, including any document the applicant submitted to the registrar for this purpose. The final decision for the approval or rejection of an application regarding the aforementioned SLDs shall be under ISOC-IL's sole and exclusive discretion.
 - (3) it shall not submit any applications which it knows or should know contain fictitious details and shall not perform in ISOC-IL's registry any fictitious acts and/or acts that have not been requested by the holder and/or acts it is not authorized or permitted to perform, pursuant to this agreement and at law.

A breach of this clause shall constitute a fundamental breach of the agreement.

- (d) The Registrar shall verify that all the details supplied by it in connection with a contact and/or holder (including an e-mail address) are as supplied by such contact or holder, and enable direct contact with him, and not through any third party, including the Registrar.
- (e) The Registrar undertakes to perform its position and provide the services pursuant hereto to the highest professional standard and service standard, on the terms and conditions and at the times specified herein. Failure to meet the service standard defined in this agreement and if not quantitatively defined herein - a reasonable service standard in accordance with the customary criteria for customer service in the communication sphere - shall be deemed a fundamental breach of this agreement.
- (f) The Registrar is exclusively liable to ascertain that it has all the licenses, powers of attorney and powers required from the applicant and/or the holder pursuant to any law and/or agreement, for the purpose of filing an application to the registry. Where the Registrar has filed an application with the registry, the mere filing of the application shall be deemed confirmation vis-à-vis ISOC-IL that it has all the aforesaid licenses, powers of attorney and powers. The Registrar exempts ISOC-IL in advance from any liability if it transpires in the future that the Registrar did not have all the licenses, powers of attorney and powers required to file an application with the registry. The Registrar shall indemnify ISOC-IL and its managers, employees and/or anyone on its behalf for any damage, payment, loss, loss of profit or expense occasioned to any of them, in the event of the aforesaid. For the avoidance of doubt, the Registrar is not entitled to a refund from ISOC-IL of operating fees and/or any other consideration paid to ISOC-IL in respect of an application filed by the Registrar in the absence of all the necessary licenses, powers of attorney and powers.

5.8 The Registrar's warranties

- (a) The Registrar warrants that it is a corporation qualified to assume rights and obligations in accordance with the provisions of the law.
- (b) The Registrar warrants that it has the know-how, experience, skill, expertise, means, ability, personnel, infrastructure and equipment required to engage in providing services for the registration and management of domain names and to perform all its obligations pursuant hereto, to the highest standard and in accordance with the terms, conditions and times set forth herein.
- (c) The Registrar warrants that its contracting herein has been duly approved pursuant to a resolution or resolutions duly passed, and that the signatures of the undersigned, together with its stamp, bind the Registrar for all intents and purposes. A confirmation of the registrar's legal counsel on the aforementioned is annexed hereto as appendix "K".

- (d) The Registrar warrants and undertakes that it does and shall hold, throughout the term of the agreement, all the permits required at law and shall comply with the requirements of any law, for the purpose of providing the services, exercising its powers and performing its obligations pursuant hereto and in general. In particular, the Registrar warrants and undertakes that its activity as accredited registrar shall at all times be in accordance with the provisions of the Consumer Protection Law, 1981 and the Protection of Privacy Law, 1981; in such context, the Registrar acknowledges that ISOC-IL's activity might be governed by international rules on behalf of institutions regulating Internet activity, and it therefore undertakes that its activity shall conform with these rules and shall not cause ISOC-IL, by act or omission, to be in breach thereof. This agreement does not exempt the Registrar from any permit or license required at law.
- (e) The Registrar shall assist ISOC-IL to the best of its ability in the performance of ISOC-IL's obligations to third parties, in connection with services, and to the Internet community.
- (f) The Registrar shall not do anything that might constitute a material risk to the Internet's stability.
- (g) The Registrar warrants that it is obliged to encourage fair commercial competition in the domain name management and registration sphere, and that it shall not impair free competition in the sphere, by act or omission, directly or indirectly.
- (h) The Registrar shall insofar as requested by ISOC-IL, it shall assist ISOC-IL and/or panelist or panels involved in ISOC-IL's dispute resolution process (hereinafter referred to as "the IL-DRP") in the resolution of domain name disputes, and in such context it shall provide ISOC-IL with the documents kept by the registrar in accordance with this agreement, as required by ISOC-IL and/or the IL-DRP and pursuant to applicable law.
- (i) The Registrar shall be liable to ensure that each holder confirms, in a manner that is legally valid, an agreement with it including, at least, the terms and conditions prescribed in appendix "D": the terms and conditions the registrar must include in the registration agreement executed with the holders, in a form of wording identical to that prescribed in the appendix, and these terms and conditions shall be with the holder's consent - all a third party beneficiary agreement in which - ISOC-IL is the third party.
- (j) The Registrar warrants that in any dispute arising in connection with the time of any event's occurrence, including the time of submitting an application to ISOC-IL for the registration of a domain name, the time documented by ISOC-IL shall be the determining time.

- (k) The Registrar warrants and undertakes that its activity as accredited registrar shall conform with ISOC-IL's object of promoting the Internet in Israel.
- (l) The Registrar warrants that it maintains, and will continue to maintain throughout the term of the agreement, all licenses and permits required for the software used by the Registrar in the provision of the services.
- (m) The Registrar acknowledges that ISOC-IL may monitor the standard of the service and support provided by the Registrar to applicants and holders, that ISOC-IL might from time to time also carry out inspections of the quality of the service and the support offered by the Registrar, and that ISOC-IL is encouraging applicants and holders to report to the complaints commissioner appointed on its behalf and/or to ISOC-IL whenever in their opinion they have not been provided with proper and fair service or support. A build-up of complaints concerning the Registrar might lead ISOC-IL to take steps against it, as provided in clause 10. For the avoidance of doubt, the aforesaid does not impose any duty on ISOC-IL to supervise, inspect and/or direct the Registrar in the performance of its position and ISOC-IL shall not be liable for any act and/or omission of the Registrar and/or anyone on its behalf in the performance of their position.
- (n) The Registrar acknowledges that the domain names are entered in the registry on a first come first served basis, the applications being handled in the order in which they are submitted. The Registrar also acknowledges that so long as a pending application for the registration of a new domain name has not been approved, the domain name shall not appear in the database, and additional applications may be filed for the registration of this name, without knowing that there are prior applications in respect thereof.
- (o) In light of the aforesaid, the Registrar acknowledges that an application for the registration of an available domain name may be rejected because a prior application for the registration of such name has been approved, and the Registrar waives any plea in such regard.

6. The Registrar's duties and obligations

- 6.1 **The provision of services:** the Registrar undertakes to provide all the services detailed in this agreement, throughout the term of the agreement.
- 6.2 **Updating the registry:** The Registrar shall adopt such reasonable measures as required to check that the details in ISOC-IL's registry (as set forth in appendix "A": details that must be kept up to date) concerning the domain names attributed to it are correct, accurate, full and up to date at all times, from submission of the application for the domain name's registration (inclusive) and so long as the domain name is registered as attributed to the Registrar. The Registrar shall update ISOC-IL's registry on a routine basis, and at the most within three business days of learning of any change or receiving a request to make a change as aforesaid.

6.3 Documentation

- (a) Throughout the term of the agreement and for seven years thereafter, the Registrar shall keep full documentation of all correspondence in connection with the provision of the services, bookkeeping and charges and collections, including all its correspondence with ISOC-IL and the holders, by mail, facsimile, electronic forms and e-mail (hereinafter referred to as “the correspondence”). Notwithstanding the foregoing, this paragraph does not obligate the Registrar to retain information on engagements with holders, for a period longer than 7 years after termination of the engagement with each holder.
- (b) Subject to the provisions of the law, the Registrar shall provide ISOC-IL, within a reasonable period of time, on its demand, with the above correspondence, for the purposes of back-up, inspection and copy (update subject to conclusions with regard to the above).
- (c) The Registrar shall give its customers suitable notice pursuant to section 11 of the Protection of Privacy Law, 1981, that it will give their details to ISOC-IL, including correspondence with them and/or anyone on their behalf and that their details will be publicly available at the registry.

6.4 Technological infrastructure

- (a) For the purpose of performing its position as accredited registrar and for the purpose of providing the services, the Registrar shall provide and maintain, at its sole expense and liability, a technological infrastructure and Internet site, as set forth in the technical appendix. The availability of the Registrar’s services shall be as set forth in the technical appendix.
- (b) The Registrar shall establish the technological infrastructure and Internet site, as provided in the technical appendix, including the purchase, installation, maintenance and support of the infrastructure and maintenance of its links to other networks, including the Internet, without a right to assistance from ISOC-IL.
- (c) The Registrar shall adapt its technological infrastructure to the changes and updates determined by ISOC-IL from time to time, by giving warning thereof a reasonable time in advance.
- (d) The Registrar shall note that it is an accredited registrar of ISOC-IL on the Internet site, in the manner and form determined by ISOC-IL. The Registrar shall not make any other use of ISOC-IL’s name, trade marks, symbols and Internet site, without ISOC-IL’s prior written consent, and then only for the period of time and on the terms and conditions of the consent.

- (e) The Registrar may make ISOC-IL's Whois service interface available for public use on its Internet site, as provided in appendix "C": Whois.

- 6.5 The Registrar may not transfer, rent out, permit use and/or grant - for consideration, without consideration or otherwise and for any object - access to the communication software, protocols and infrastructure between it and ISOC-IL (in all their various components as set forth in the technical appendix).

- 6.6 Using all necessary means, the Registrar shall arrange for the technological infrastructure provided by it to be secured to the highest standard. The Registrar shall frequently and routinely update the security means, in order to ensure that it meets these requirements. Upon commencing its activity pursuant hereto, the Registrar's infrastructure shall at least meet the minimum standards specified in appendix "B": technical appendix. ISOC-IL may update these standards from time to time and the Registrar is obliged to adopt, at its expense, all the measures required to guarantee its compliance therewith. The Registrar shall also guarantee that all information exchanged with ISOC-IL, ISOC-IL's registry and the holders is secured and protected to a high standard against disclosure, as customary in the sphere. The Registrar shall notify ISOC-IL without delay and in writing whenever there is an apprehension of unauthorized penetration into the Registrar's computers and/or the transfer of information.

- 6.7 The Registrar shall engage personnel who are adequately skilled in the services' provision, for the purpose of operating the electronic communication between the Registrar on the one hand and ISOC-IL and ISOC-IL's registry on the other hand and for the performance of all its obligations pursuant hereto to the highest standard.

- 6.8 In the event of a failure in ISOC-IL's registry systems, or the holder's systems, including any suspected breach of the holder's computers, ISOC-IL may temporarily suspend the Registrar's access to ISOC-IL's registry. Subject to the nature of the fault, access shall be suspended to all registrars with a similar volume of activity on an equal basis.

- 6.9 Protection of databases and information
 - (a) The Registrar may not use information contained in the databases, save if and insofar as necessary to exercise its powers pursuant hereto, to realize the objects of this agreement and perform his position as accredited registrar; and subject to the provisions of the law. Without derogating from the generality of the aforesaid, the Registrar, its managers, its employees, its consultants and/or any third party on its behalf:
 - (1) shall not use all or any of the information contained in the database for commercial or marketing purposes;

- (2) shall not collect or process any personal and/or private information not required to perform its position as registrar in accordance herewith.
 - (b) The Registrar shall ensure that all third parties, including its employees, agents, representatives and consultants, who are exposed to the information stored and processed by it, consent to the restrictions governing the collection and processing of the information. The Registrar is liable to obtain and document the express written consent of any third party as aforesaid. ISOC-IL may demand a copy of any such consent.
 - (c) The Registrar shall adopt reasonable measures to protect the information of holders and contacts from an invasion of their privacy, loss, inappropriate use, unauthorized access, disclosure, change and destruction.
- 6.10 The Registrar may not obtain names of holders or other information pertaining to holders, from the Registry and/or from any unlawful or unauthorized source and may not contact holders on matters related to their attribution to any given registrar based on such information. The preceding sentence does not apply to data sources that are lawfully permitted to provide such information to the Registrar. Any and all communications of the Registrar with domain name holders, including such communications permitted pursuant to this paragraph, are subject to, and shall be conducted in compliance, with applicable law.
- 6.11 The Registrar shall maintain absolute confidentiality in respect of, shall not transfer to a third party, shall not derive a benefit from and shall not use for its own requirements any information deriving from acts against the database performed by third parties through it.
- 6.12 The Registrar shall not duplicate and/or retrieve information by automatic means from the Whois database of ISOC-IL and/or of any of its accredited registrars. A breach of this clause shall constitute a fundamental breach of the agreement.

7. ISOC-IL's duties and obligations

- 7.1 **Allowing access to the Registrar:** ISOC-IL shall manage and operate the domain name registry such that the Registrar shall have identified and secured access thereto, as provided in appendix "B": the technical appendix (hereinafter referred to as "**the technical appendix**"), which will enable the Registrar to provide the services detailed in clause 5 above. Random stoppages due to malfunctions in ISOC-IL's computers and/or in communication lines and/or for any other reason (including the systems' maintenance, change, improvement or upgrade), whether or not in ISOC-IL's control, shall not be deemed a breach of ISOC-IL's said obligation. ISOC-IL shall nonetheless try to give the Registrar notice of planned stoppages.
- 7.2 ISOC-IL shall do everything it can to maintain the stability and reliability of the authoritative DNS servers for the ".il" ccTLD and for the permitted SLDs, in accordance with the practice for operating domain name servers at the top level and a domain name registry.

- 7.3 ISOC-IL shall not discriminate between the Registrar and other accredited registrars in a manner impairing competition between them.

8. Public complaints commissioner

- 8.1 ISOC-IL shall appoint a complaints commissioner (“ombudsman”) who shall be available to the public and accredited registrars as determined by ISOC-IL. The complaints commissioner shall centralize approaches and complaints from applicants, holders and parallel registrars concerning the Registrar’s activity, services and any other aspect of its work.
- 8.2 The Registrar undertakes to draw its customers’ attention to the fact that they are entitled to complain to the complaints commissioner (ombudsman), without prejudice to their rights vis-à-vis the Registrar.
- 8.3 The Registrar undertakes to fully cooperate with the complaints commissioner, and in such context to furnish him with every detail or document requested by him for the purpose of performing his position.
- 8.4 ISOC-IL may clarify complaints made to the complaints commissioner and in reliance thereon, but shall not be obliged to do so.

9. Examination and monitoring of the Registrar’s service standard

- 9.1 ISOC-IL may monitor the standard of the service provided by the Registrar – and the Registrar undertakes to assist ISOC-IL in this activity as may be necessary, including by providing any information that the Registrar may possess pursuant to this agreement, which ISOC-IL may require, subject to applicable law.
- 9.2 The monitoring activities may include an examination of the number of complaints against the Registrar that turn out to be justified, an examination of the number of applications submitted by the Registrar other than in accordance with the procedures prescribed herein (hereinafter referred to as “**disqualified application**”) or any other means ISOC-IL deems fit that meets the requirements of the Israeli law.
- 9.3 Where the number of justified complaints and disqualified applications is, in ISOC-IL’s opinion more than is reasonable in any of the years of this agreement, a warning shall be sent to the Registrar.
- 9.4 If after the warning the number of justified complaints and disqualified applications continues to be unreasonable, in ISOC-IL’s opinion, ISOC-IL may terminate this agreement on notice to the Registrar, as provided in clause 16 below.

- 9.5 Where an agreement with a registrar terminates because of non-compliance with the required service standard, it may not execute a new accreditation agreement with ISOC-IL until 12 months have elapsed from the date of the agreement's termination.
- 9.6 Where a registrar executes a new accreditation agreement after the term prescribed in clause 10.5 above and the new agreement is also terminated because of failure to comply with the required service standard, it may not execute a new accreditation agreement with ISOC-IL.
- 9.7 With regard to clauses 8.5 and 8.6 above, "registrar" includes any other corporation controlled, directly or indirectly, by the controlling shareholders of the registrar whose accreditation was cancelled; "control" bears the meaning attributed to in the Communications (Telecommunications and Broadcasting) Law, 1982.

10. Payments and monies

10.1 Transfer of application fee to operating deposit

- (a) Upon receipt of the accreditation approval, the accreditation fee, paid to ISOC-IL at the submission of the registrar's request for accreditation (in this clause: "the application fee"), shall be added to the operating deposit.
- (b) The application fee shall be converted into registration units, according to the registration-unit rate at the time the conversion is made, number of registration units rounded downwards.
- (c) The Registrar shall not be refunded for any sums left after the above rounding.
- (d) The application fee is non-refundable after the termination of the agreement for any reason.

10.2 Payment from the deposit – operating fee

- (a) The payment to ISOC-IL for applications involving payment shall be made in advance. The list of applications involving payment is set forth in appendix "G". For the purpose of ensuring routine activity, the Registrar shall deposit with ISOC-IL an amount in new shekels, at its election, as set forth in appendix "G", from which ISOC-IL shall collect the fees for applications involving payment (hereinafter referred to as "**the operating deposit**"). The operating deposit is non-refundable.
- (b) The Registrar acknowledges that since the operating deposit will routinely and frequently be used for the performance of an unpredictable number of registration acts, ISOC-IL will not be able to invest the operating deposit monies, and the Registrar is therefore relieving ISOC-IL from any demand or duty (if existing) concerning their investment.

- (c) ISOC-IL's right to any part of the operating deposit monies automatically crystallizes on approval of the Registrar's application to perform a registration act obliging payment, without regard to the date on which ISOC-IL actually deducts the monies from the operating deposit.
- (d) The Registrar may apply to ISOC-IL for reimbursement of the balance of the operating deposit monies - save for reimbursement of the application fee credited to the operating deposit. ISOC-IL shall not refuse the Registrar's application, except on reasonable grounds. Liability for any consequence deriving from reimbursement of the balance, if reimbursed - including the rejection of applications filed by the Registrar in the absence of adequate cover - shall be borne by the Registrar alone. In such regard, "balance" - amounts remaining in the operating deposit which the Registrar is not liable to pay ISOC-IL in respect of acts done and not yet actually debited.
- (e) The Registrar acknowledges that the sections in the registration rules dealing with the conditional allocation of domain names until the payment for their registration has been regulated shall not apply to accredited registrars in general and to the Registrar in particular, and that ISOC-IL will reject any application involving payment (as defined in appendix "G": payments and monies) if the Registrar's operating deposit does not contain sufficient funds to cover the payment, even if all the other conditions required for the application's approval have been fulfilled. Responsibility for such rejection lies exclusively with the Registrar.
- (f) The Registrar waives any plea, claim or demand against ISOC-IL in respect of the rejection of applications on the grounds that its operating deposit does not contain sufficient funds to cover the payment for the application.
- (g) The Registrar acknowledges that once a registration act involving payment has been approved, fees collected in respect of the act shall not be refunded for any reason.
- (h) The Registrar acknowledges that where an application is rejected as aforesaid, it will have to be resubmitted, and that the rejection of an application is final and absolute. An application that is resubmitted shall be handled like an ordinary application for all intents and purposes, and applications in relation to such domain name that preceded its resubmission shall be handled before it, in the order in which they were submitted.
- (i) The Registrar shall check that the operating deposit is at all times sufficient to implement the applications submitted by it. The Registrar shall be exclusively liable for keeping sufficient funds to implement the applications, and shall be exclusively liable for the consequences of an application's rejection because of ISOC-IL's inability to collect the payment for its implementation.

- (j) ISOC-IL reserves the right to change the registration unit rate from time to time. The change shall take effect within 30 days of the notice to that effect that ISOC-IL issues to the Registrar. A registrar wishing to bring the agreement to an end because of the change in the operating fee as aforesaid may do so within 90 days of delivery of the notice of the change.

10.3 **Collateral**

- (a) As a condition for receiving ISOC-IL's accreditation approval, the Registrar shall deposit an autonomous bank guarantee, linked to the representative rate of the dollar (US), in the wording specified in appendix "L": bank guarantee (hereinafter referred to as "the guarantee"). The guarantee will be in the amount of 20,000 NIS or 40,000 NIS, as ISOC-IL, in its discretion, determines, according to the information that the Registrar presented in its offer.
- (b) The guarantee shall be valid for at least one year and the Registrar shall be liable to extend its validity so long as this agreement is valid and for not more than one year on each occasion. If the validity of the guarantee is not extended and ISOC-IL is not furnished with an extended bank guarantee at least seven days prior to the date of the guarantee's expiry, ISOC-IL may realize the guarantee and retain the amount thereof until an alternative guarantee is furnished as provided herein.
- (c) If the Registrar does not pay any financial debt to ISOC-IL, ISOC-IL may, on 10 days' written warning, obtain payment of all or part of the debt from the guarantee.
- (d) If ISOC-IL directly or indirectly incurs any extra expenses in consequence of acts or omissions of the Registrar that are in contravention of this agreement, inter alia, but without limitation, legal or collection expenses, ISOC-IL may, after giving 10 days' written warning, obtain payment from all or part of the guarantee, up to the amount of the expenses actually occasioned to it.
- (e) If ISOC-IL exercises its aforesaid powers, the Registrar shall arrange, within 14 days of ISOC-IL collecting amounts from the guarantee, for a new guarantee to be issued in accordance with the terms and conditions hereof, instead of the guarantee from which payment was obtained, as a condition for its continued activity as accredited registrar pursuant hereto.
- (f) Upon the agreement's termination, ISOC-IL shall return the guarantee to the Registrar, less any unpaid debt of the Registrar and less the costs of transferring the holders to other registrars.

11. **Insurance**

- 11.1 The Registrar shall insure its activity as accredited registrar and those acting on its behalf in the framework of such activity, by way of an extension to an existing professional liability insurance policy or in an independent insurance policy, with liability limits, separately for its activity as Registrar, of at least NIS 1,000,000 per event and NIS 2,000,000 in the aggregate for the insurance term (hereinafter referred to as “**the policy**”).
- 11.2 ISOC-IL shall be an additional insured under the policy. The policy shall include a cross-liability clause, pursuant where to the insurance shall be deemed to have been taken out separately for each of the insured components, upon cancellation of the rights of subrogation vis-à-vis ISOC-IL.
- 11.3 The policy shall include the following express stipulations:
- (a) liability to pay the premium or excess rests with the Registrar alone;
 - (b) the policy takes precedence over any insurance taken out by ISOC-IL and the insurer waives any plea, demand and/or claim for participation from ISOC-IL’s insurers;
 - (c) the insurance company is obliged to notify ISOC-IL 14 days in advance of the policy’s cancellation for any reason.
- 11.4 Before the commencement of its activity pursuant hereto and as a condition for such activity, the Registrar shall furnish ISOC-IL with signed confirmation from the insurer regarding the policy’s issue. The confirmation shall detail the basic terms and conditions of the policy, including the insured’s identity, the areas of the cover and the amount of the cover. Any inconsistency between the provisions of the insurer’s confirmation and the provisions of this agreement must be sorted out by the Registrar within 72 hours at the most of receiving notice of thereof.
- 11.5 At ISOC-IL’s request, the Registrar shall send it a full copy of the policy together with its annexes.
- 11.6 The Registrar undertakes to notify ISOC-IL of any change or revision in the policy.
- 11.7 At any time after the execution of this agreement, ISOC-IL may ascertain the policy’s compliance with the above terms and conditions, and the Registrar undertakes to make any necessary amendment to the policy within 14 days of ISOC-IL’s demand.
- 11.8 The Registrar undertakes to keep the policy valid so long as the right of claim against it, or against ISOC-IL, has not prescribed.
- 11.9 The Registrar warrants and undertakes that it is precluded from bringing any plea, claim and/or demand against ISOC-IL and/or anyone on its behalf in respect of any damage or expense for

which the Registrar is entitled to insurance benefits, or would have been entitled to benefits as aforesaid were it not for the excess specified in the policy.

11.10 The Registrar undertakes to strictly comply with all the terms and conditions of the policy and to pay the insurance fees on time.

11.11 If the Registrar does not take out the policy pursuant hereto, ISOC-IL may, without obligation, after issuing the Registrar prior written notice, take out an insurance policy on its behalf granting ISOC-IL insurance cover in connection with the Registrar's activity and pay the insurance fees, including any payments of interest and linkage. In such case, ISOC-IL may deduct any amount paid by it for the purpose of taking out the insurance from any payment it is liable to make to the Registrar and/or from any collateral deposited by the Registrar with ISOC-IL.

11.12 This clause is fundamental to the agreement.

12. Contacts

Each party shall appoint contacts for the purpose of arranging and performing the acts the subject hereof. Details of the contacts shall be as set forth in appendix "F", and as updated from time to time in writing. The contacts are authorized to bind the parties by their decisions, so long as they do not deviate from the provisions of this agreement.

13. Cancellation of the Registrar's acts

13.1 ISOC-IL shall have general authority to cancel an act of the Registrar if it has reasonable basis to believe that it is contrary to the provisions of this agreement. An act as aforesaid may only be cancelled after suitable clarification, and if possible after the Registrar being given a suitable opportunity to state its case, and the consequence thereof shall be the restoration of the data in the registry to the status quo prior to the act's cancellation.

13.2 ISOC-IL shall cancel an act of the Registrar if it is given a court order directing it to do so, without having to first approach the Registrar.

14. Settlement of disputes between the Registrar and ISOC-IL

14.1 Any dispute regarding this agreement, its interpretation, its performance or anything involved herein shall be brought for discussion before the parties' representatives, who shall try and regulate it by consent within 10 days of the date it is referred to them.

14.2 The laws of the State of Israel shall govern this agreement and jurisdiction shall rest with the competent courts in the Central District or Tel Aviv alone.

15. Handling of disputes concerning rights in a domain name

- 15.1 The Registrar and ISOC-IL may not decide disputes concerning rights in a domain name. Such disputes shall be resolved in accordance with the dispute resolution procedure provided for in ISOC-IL's registration rules and ISOC-IL's policy (the IL-DRP) or, alternatively, through the courts.
- 15.2 It is expressed that any decision of the courts or the IL-DRP concerning a particular domain name shall bind ISOC-IL and the Registrar. ISOC-IL may take action itself to implement the decision, even in the case of domain names attributed to the Registrar, where the Registrar does not act as obliged.
- 15.3 In addition, it is emphasized that ISOC-IL, its managers and its employees shall not be liable for any direct or indirect damage occasioned to the Registrar or any third party as a result of any dispute between the Registrar and any other registrar concerning the registry's update by the registrars. Disputes of such type shall be resolved between the parties in accordance with the procedure set forth in clause 14.

16. The term of the agreement

- 16.1 This agreement is valid for one year from its execution.
- 16.2 The agreement's extension
- (a) The agreement shall be automatically extended for an additional year on each occasion, unless if circumstances of sub-section (b) below have occurred, or if either party has given the other at least 60 days' written notice of the agreement's termination. If the Registrar has met and is still meeting the requirements, terms and conditions set for it in the framework of the proceedings leading to its accreditation by ISOC-IL and subject to compliance with all the financial requirements in clause 10, ISOC-IL shall not bring the agreement to an end (save on reasonable grounds).
- (b) The automatic renewal of the agreement is conditioned upon the performance of at least 180 registration acts involving payment during the term of the agreement ("minimal registration quota"). Where the registrar failed to meet the minimal registration quota, ISOC-IL may decide, at its sole and absolute discretion, not to renew the agreement and to cancel registrar's accreditation. ISOC-IL will send the registrar an in-advance notice of an anticipated failure to meet the minimal registration quota and non-renewal of the agreement – no later than 30 days prior to expiry of the agreement. Where such message was sent, and the minimal registration quota was not met, the agreement shall terminate.
- (c) Where the agreement is extended, all the provisions hereof shall also apply to the extended term.

- (d) ISOC-IL may, as a condition for the agreement's extension, demand information and documents from the Registrar in connection with its activity pursuant hereto which are needed by ISOC-IL, in its absolute discretion, to examine the Registrar's compliance with the requirements, terms and conditions set for it by ISOC-IL prior to its accreditation as registrar.

17. The agreement's termination and consequences of termination, non-renewal

17.1 The agreement's termination on the Registrar's initiative, non-renewal

- (a) **Termination for reasons of convenience.** After two years have elapsed from the first execution of the agreement (if extended), the Registrar may bring it to an end on four months' written notice to ISOC-IL.
- (b) **Termination in consequence of a fundamental breach.** The Registrar may terminate the agreement if ISOC-IL commits a fundamental breach of the agreement and does not rectify the breach within 30 (thirty) days of being called upon to do so in writing by the Registrar.
- (c) **Termination in consequence of a non-fundamental breach.** The Registrar may terminate this agreement if ISOC-IL commits a non-fundamental breach of this agreement, and does not rectify the breach within 90 (ninety) days of being called upon to do so in writing, unless termination of the agreement is unjustifiable under the circumstances.
- (d) In the event of the agreement's termination on the Registrar's initiative or of its non-renewal by the Registrar, the Registrar shall be obliged to act as set forth in clause 17.6(a) below. The guarantee shall be returned to the Registrar after the agreement's termination and after ISOC-IL checks that the Registrar has acted as set forth in clause 17.6(a), less any expense incurred by ISOC-IL because of the need to perform any acts the Registrar should have performed on the agreement's termination. If the Registrar does not perform all or some of its obligations on the agreement's termination, the guarantee shall be forfeited and the domain names attributed to it at the time shall be attributed to ISOC-IL.

17.2 The agreement's termination on ISOC-IL's initiative

- (a) **Termination in consequence of a fundamental breach.** ISOC-IL may terminate this agreement in accordance with the provisions of the Contracts (Remedies for Breach of Contract) Law, 1971.
- (b) **Termination in consequence of the Registrar's defaults.** In addition to the aforesaid, ISOC-IL may terminate this agreement immediately, in any one of the following cases:

- (1) the Registrar does not provide the services for a consecutive term of more than 15 days;
 - (2) ISOC-IL gives the Registrar notice that it is prejudicing and/or is likely to prejudice, materially and unreasonably, by act or omission, the operating integrity and stability of all or part of the Internet and/or of ISOC-IL's computer infrastructure and/or in ISOC-IL's opinion there is and/or is likely to be a material infringement of rights of the Registrar's customers, and the Registrar continues such acts and omissions after three business days have elapsed from the date of receiving ISOC-IL's notice.
- (c) **Termination in consequence of insolvency.** In addition to the aforesaid, ISOC-IL may terminate this agreement immediately if an application is filed by or against the Registrar for liquidation and/or a moratorium on proceedings and/or for the drawing up of an arrangement with creditors and/or an application is filed against the Registrar for provisional and/or permanent receivership and/or for the appointment of a special manager, and such application is not set aside within 90 days of being filed, or if a provisional or permanent liquidator or pre-liquidator or special manager or provisional or permanent receiver is appointed for the Registrar, or a moratorium of proceedings against the Registrar or arrangement with creditors or members of the Registrar is declared, if an attachment is imposed over all or some of the Registrar's assets because of a debt of the Registrar, or an execution act is commenced against the Registrar's property, and the aforesaid are not set aside by the Registrar within 90 days of their commencement. The Registrar undertakes to give ISOC-IL immediate notice of any such change in its legal position.

17.3 The agreement's automatic expiry

- (a) The agreement shall immediately and automatically expire in each of the following cases:
- (1) the Registrar finally stops operating and/or existing, in consequence of bankruptcy, liquidation or for any other reason;
 - (2) if for any reason ISOC-IL's authority to allocate domain names under the ".il" ccTLD expires;
 - (3) if for any reason or for a number of reasons, including force majeure, the Registrar is unable to provide the services to the public for two consecutive months;
 - (4) at the end of the term of the agreement, if the Registrar has not give notice of its desire to extend the agreement as provided in clause 16.1.

17.4 The agreement's suspension by ISOC-IL

- (a) ISOC-IL may suspend the agreement if the Registrar does not provide a new guarantee, in accordance with clause 11.3(a) above - until such time as the Registrar provides a new guarantee.
- (b) ISOC-IL may suspend the agreement temporarily for a period of up to 30 days, if it has a reasonable basis to believe that the Registrar is not providing the services fittingly or is materially and unreasonably prejudicing, by act or omission, the operating integrity and stability of all or part of the Internet and/or ISOC-IL's computer infrastructure.
- (c) The Registrar may not provide services, carry on technical operation and do any acts in the registry during the suspension period, save if and insofar as it is permitted to do so in writing and in advance by ISOC-IL. In these cases too, ISOC-IL is reserving the right to temporarily neutralize the Registrar's access to ISOC-IL's computers and the registry.
- (d) In any case of suspension of this agreement, the registrar shall delete and remove the computer code provided by ISOC-IL pursuant to the provision of sec. 5.6 (a) hereof from its website used for the provision of the registration services, and shall return to ISOC-IL the accreditation approval provided pursuant to the provision of sec 3 hereof.

17.5 Consequences of the agreement's termination or expiry

- (a) Upon the agreement's termination or expiry for any reason, all the consents and authorizations vested in the Registrar pursuant hereto shall be cancelled, and it shall immediately cease any activity pursuant hereto, save with ISOC-IL's written consent.
- (b) The Registrar shall return to ISOC-IL all the software, hardware, passwords, encoding keys and similar items given to it in connection herewith by ISOC-IL, within 30 days.
- (c) The Registrar shall immediately cease presenting itself as being accredited by ISOC-IL to engage in the registration of domain names.
- (d) The Registrar shall provide ISOC-IL with all the assistance required by it to transfer the handling of the domain names to another registrar or to ISOC-IL.
- (e) As soon as possible, but no later than within 14 days of the agreement's termination, the Registrar shall remove any mention of ISOC-IL's names, marks and symbols, and every link to ISOC-IL's Internet site, from all its documents, correspondence, records and Internet sites.

- (f) The registrar shall delete and remove the computer code provided by ISOC-IL pursuant to the provision of sec. 5.6 (a) hereof from its website used for the provision of the registration services, and shall return to ISOC-IL the accreditation approval provided pursuant to the provision of sec 3 hereof, as soon as possible and not later than by the lapse of 2 (two) business days from the expiration or termination of the agreement.

17.6 Attribution of names in the event of the agreement's expiry

- (a) Immediately upon the agreement's termination or expiry, and at least 30 days prior to the agreement's termination, the Registrar shall notify the holders registered in its name of the termination of its position as registrar, stating that they must arrange to approach a new registrar for the purpose of re-attributing the domain names held by them. A copy of the notice and details of the addressees shall be sent to ISOC-IL's offices upon the notice's delivery.
- (b) In the event of the agreement's cancellation by ISOC-IL the Registrar shall notify the holders registered in its name, immediately upon learning thereof, of the termination of its position as registrar, clarifying to them that they must arrange to approach a new registrar for the purpose of re-attributing the domain names held by them. A copy of the notice and details of the addressees shall be sent to ISOC-IL's offices upon the notice's delivery. If the Registrar does not send notice as aforesaid within seven days of the agreement's termination, ISOC-IL shall send notice to the holders registered in the Registrar's name. The costs of the notice's dispatch by ISOC-IL shall be collected from the Registrar.
- (c) In each of the above cases, the Registrar shall make its best effort to allow the rapid and smooth attribution of the domain names to other registrars or to ISOC-IL.

17.7 Any debt not paid, as well as the costs of transferring the holders to other registrars, shall be set off from the guarantee.

18. Liability and indemnity

18.1 ISOC-IL, its managers and its employees shall not be liable for any direct or indirect damage of any kind occasioned to the Registrar and/or any third party as a result of any acts and/or omissions of the Registrar pursuant hereto and/or any breach of this agreement by the Registrar, including the provision of the services and technical operation of the Registrar's systems. The Registrar undertakes to indemnify and compensate ISOC-IL, its managers, its employees and/or anyone on their behalf for any damage, payment, loss, loss of profit or expense occasioned to them as a result of such acts and/or omissions.

- 18.2 ISOC-IL, its managers, its employees and anyone on their behalf shall not be liable for any direct or indirect damage of any kind occasioned to the Registrar or any third party as a result of the termination of ISOC-IL's authorization to manage the domain name registry for the ".il" ccTLD.
- 18.3 The Registrar shall bear exclusive liability and shall indemnify and compensate ISOC-IL, its managers, its employees and/or anyone on their behalf for any direct or indirect claim and/or expense occasioned to ISOC-IL and/or others, in connection (a) with any product or service supplied by the Registrar, (b) any agreement executed between the Registrar and an applicant and/or holder, (c) the Registrar's engagement in the registration of domain names, including the Registrar's publications, the process of submitting applications for the registration of domain names, payments collected, charge and collection practices and customer service.
- 18.4 The Registrar shall bear exclusively liability and shall indemnify ISOC-IL, its managers and its employees for any direct or indirect claim and/or expense occasioned to ISOC-IL and/or anyone on its behalf, in connection with its acts and/or omissions in the provision of the services in general and the allocation of domain names in particular. In particular, the Registrar shall indemnify ISOC-IL, its managers and its employees for any claim and expense occasioned to ISOC-IL in consequence of: (a) and act or omission of the Registrar or of domain name holders connected with it; (b) breaches by the Registrar of this agreement; (c) a failure in the Registrar's contractual relationship with applicants and/or holders and/or any other third party; (d) lack of sufficient authority by the registrar to submit a request on behalf or for the benefit of the holder and/or in relation to the domain name.
- 18.5 Without derogating from the generality of the aforesaid, the Registrar shall indemnify and compensate ISOC-IL, its managers, its employees and anyone on their behalf for any liability that might be imposed on them in connection with the receipt of data from the Registrar and the use thereof for the purposes set forth in this agreement, including liability stemming from a breach of any of the provisions of the Protection of Privacy Law, 1981 or any other law, in consequence of the receipt of such data from the Registrar.
- 18.6 ISOC-IL's right to be indemnified is conditioned upon ISOC-IL notifying the Registrar of any demand or claim filed against it and allowing it to defend any such proceedings on ISOC-IL's behalf and at the registrar sole expense. ISOC-IL shall not come to any arrangement or settlement in a claim as aforesaid without the Registrar's prior written approval. The indemnity obligations in this chapter 19 shall apply to the Registrar subject to a delivered court judgment, whose enforcement has not been suspended, or a delivered arbitral award no longer subject to nullification, in either case obligating ISOC-IL or anyone on its behalf, to render payment.

19. Absence of proprietary rights and lien

- 19.1 The Registrar does not and shall not have any proprietary right in the domain names, data and database, and it shall not plead the existence of copyright or any other right in connection therewith.

- 19.2 The Registrar does not and shall not have any proprietary or other right, including a right to a trademark or service mark, in the permitted SLDS and in the “.il” ccTLD.
- 19.3 The Registrar does not and shall not have any proprietary right in ISOC-IL’s registration system, database and registry or in any information given to it by ISOC-IL in connection with this agreement. The rights in ISOC-IL’s registration system, database and registry and in the aforesaid information shall at all times be held by ISOC-IL.
- 19.4 Save as permitted herein, the Registrar shall not make any use of ISOC-IL’s name, trademarks and symbols and of ISOC-IL’s Internet site, without ISOC-IL’s prior written consent - and all the rights in one of the aforesaid is and shall continue to be the property of ISOC-IL alone.
- 19.5 The Registrar does not have any lien in the domain name and it hereby expressly waives any such right vis-à-vis ISOC-IL and vis-à-vis the holder (if and insofar as vested in it at law).

20. The parties’ relations

This agreement does not create employer-employee relations, agency relations, partnership relations, representation relations and the like. The parties’ contractual relationship shall be solely in accordance with the express terms and conditions of the agreement.

21. Prohibition of assignment

- 21.1 The Registrar may not transfer, assign, charge, rent out, lend and/or howsoever give any third party, directly and/or indirectly, its rights and/or obligations pursuant hereto, or some of them, without ISOC-IL’s prior written consent and without the assignee having been accredited by ISOC-IL to serve as registrar. Without derogating from the generality of the foregoing or from any other provision herein, it is clarified that the Registrar may hire subcontractors, but that the use of subcontractors shall in no way limit or derogate from the Registrar’s obligations to ISOC-IL. Failure of any subcontractor of the Registrar to perform its obligations shall not relieve the Registrar from its obligations, shall not entitle the Registrar to any continuance or extension in the performance of its obligations, and shall not diminish or lessen the Registrar’s obligations hereunder or their performance.
- 21.2 The transfer and/or assignment of any right or obligation by one of the parties to a third party shall not derogate from the Registrar’s direct liability pursuant hereto for its acts or omissions prior to the transfer and/or assignment.
- 21.3 ISOC-IL may transfer and/or assign to any third party, directly and/or indirectly, its rights and/or obligations pursuant hereto, or some of them, if it loses the source of the authority for its operations or insofar as required for the purpose of performing its position pursuant hereto and in general, provided that the Registrar’s rights pursuant hereto are not prejudiced. In particular, and without derogating from the generality of the aforesaid, ISOC-IL may transfer the

management and maintenance of ISOC-IL's registry to a third party elected by it for such purpose.

22. Confidentiality

- 22.1 "Confidential Information" as this term is used in this agreement, means, *inter alia*, any information of the disclosing party or its customers, including, among other things, any data or information regarding commercial terms, engagement terms, the disclosing party's activities, plans, business, technology, technological systems, reporting systems and methods, customer lists, vendor lists, projects, collaborations, business plans, strategic plans, marketing plans, sales, forecasts, estimates and financial reports.
- 22.2 All Confidential Information is proprietary to the disclosing party, and any use thereof by the receiving party is prohibited, unless otherwise expressly authorized in writing by the disclosing party, or as otherwise permitted and/or required pursuant to this agreement.
- 22.3 Each party that receives or is otherwise exposed to the other party's Confidential Information undertakes to maintain and safeguard such Confidential Information in confidence, using means at least as stringent as that party uses to safeguard its own Confidential Information, but in no event less than reasonable means.
- 22.4 A party receiving Confidential Information from the other party may only disclose such Confidential Information to its employees or relevant subcontractors, on a "need to know" basis, only to the extent necessary for the performance of this agreement, and only after putting those employees or subcontractors on notice of the duty to safeguard the Confidential Information and after having them execute a written confidentiality undertaking whose terms parallel the terms of this chapter of the agreement.
- 22.5 The parties agree that the confidentiality undertakings herein shall apply to the their employees, representatives and any person or entity connected with them, and that each party shall be liable to the other party for any breach or violation of the abovementioned confidentiality undertakings by its employees, representatives and other persons or entities connected with it.
- 22.6 The parties agree that the confidentiality undertakings herein shall survive any termination or expiration of this agreement and shall remain binding with full force and effect.
- 22.7 The confidentiality undertakings herein shall not apply to: (1) information in the public domain or that entered the public domain through no fault or breach of either party; (2) professional knowledge comprising the know-how and skillset of a person having ordinary skill in information technology, as opposed to the application of such knowledge by either party; (3) information that a party possesses prior to its disclosure by the other party; and (4) information whose disclosure is required pursuant to applicable law or to a binding order or decree of a judicial, administrative or other competent authority, provided that, to the extent legally permissible, the party subject to such disclosure requirement notifies the other party in writing of the requirement soon after becoming aware of such requirement and further provided that such other party is afforded a reasonable opportunity to challenge the requirement, to the extent permissible under law.

23. General

- 23.1 The failure by any party hereto to exercise any of its rights pursuant hereto or at law, or delay in the exercise thereof, shall not be deemed a waiver by such party of the said right.
- 23.2 Any waiver, change or extension given by one party to another shall not serve as a precedent in another case, and in any event - such waiver or extension shall not be valid unless given in writing.
- 23.3 The terms and conditions hereof reflect everything agreed and provided between the parties. Any previous agreement between the parties, whether written or oral, is hereby revoked. Any change herein must be made in writing and signed by the parties.
- 23.4 The parties' addresses for the purposes of this agreement are as set forth in the recitals. Notice sent by registered mail from one party to the other in accordance with the said address shall be deemed received by the addressee within three days of being mailed in Israel; if sent by facsimile - upon receipt of transmission confirmation; if sent by e-mail to the contacts' address - after X hours, provided that notice has not been received that the e-mail has not gone through; and if given by hand - at the time of delivery.

24. Force majeure

Neither party shall bear any liability, in contract or any tort, for any damage, including special damage, consequential damage or indirect damage, pursuant to the agreement or at law, occasioned by force majeure, including fire, flood, war, acts of sabotage, serious disturbances of the public peace, a shortage of reasonable sources for the supply of equipment essential to the operation of the Internet and/or the system, an act or omission of a communications licensee or restrictions imposed by it, a temporary delay, restriction, cessation or disconnection in services and ancillary services in consequence of government regulations or orders, Internet restrictions, military or security restrictions, fraud prevention means or other causes that are not in such party's control.

25. Amendments

- 25.1 ISOC-IL may amend or change this agreement from time to time or replace it with another version.
- 25.2 The additions and changes as aforesaid shall take effect within 30 days of the update concerning these changes being delivered to the Registrar.
- 25.3 If the changes or the new version are not acceptable to the Registrar, it may give notice of the agreement's termination, and such shall be deemed termination of the agreement on the Registrar's initiative, with everything implied therefrom.

As witness the hands of the parties:

ISOC-IL

By: _____

Date: _____

The Registrar

By: _____

Date: _____

APPENDIX "A": DETAILS THAT MUST BE KEPT UP TO DATE

1. Details of the holder of the domain name:

- 1.1 name;
- 1.2 physical address;
- 1.3 e-mail address;
- 1.4 telephone number;
- 1.5 facsimile number.

2. Administrative contact:

- 2.1 name;
- 2.2 physical address;
- 2.3 e-mail address;
- 2.4 telephone number;
- 2.5 facsimile number.

3. Technical contact:

- 3.1 name;
- 3.2 physical address;
- 3.3 e-mail address;
- 3.4 telephone number;
- 3.5 facsimile number.

4. Responsible registrar:

- 4.1 name;
- 4.2 physical address;
- 4.3 e-mail address;
- 4.4 telephone number;
- 4.5 facsimile number.

5. DNS addresses

6. Zone contact:

- 6.1 name;
- 6.2 physical address;
- 6.3 e-mail address;
- 6.4 telephone number;
- 6.5 facsimile number.

APPENDIX "B": TECHNICAL APPENDIX

1. The technical restrictions governing a domain name:

Definitions:

In the domain name "isoc.org.il" -

".org.il" is one of the permitted SLDs;

"isoc" is a third level domain.

The third level string is subject to the following restrictions:

- (a) the string may only contain small Latin letters ("a" to "z") and/or numbers ("0" to "9") and/or a hyphen;
- (b) the string shall contain at least three characters;
- (c) the string shall contain 64 characters at the most;
- (d) the string shall not begin with a hyphen;
- (e) the string shall not end with a hyphen;
- (f) the string shall not contain two consecutive hyphens.

2. Technological infrastructure

The Registrar hereby warrants that the technological infrastructure provided by it for the purpose of its activity as accredited registrar pursuant to the agreement meets the following conditions:

- (a) the infrastructure has an orderly back-up system, including backup external to the facility with which the Registrar carries on its ordinary business activity;
- (b) the infrastructure has a back-up electrical system;
- (c) the infrastructure has an environmental protection system - including smoke detection and fire extinguishing systems;
- (d) the Registrar operates an information security system of the highest standard since in the scope of its activity pursuant hereto it shall be given information defined as private.

APPENDIX "C": Whois

1. The Whois service shall enable the public to retrieve current information concerning a particular domain name, by entering details of the requested domain name.
2. The Whois service shall be provided free of charge.
3. The retrieved information that is presented to an applicant shall be that relayed from ISOC-IL's database.
4. The Registrar shall expressly prohibit, in a contractually binding manner, on its Internet site/s and in particular adjacent to the Internet page providing the Whois services, use of the information provided to the public through the Whois system, save for the object of the fair use for which the system exists, that is to say - for the purpose of examining the availability of a potential domain name for allocation and/or examining the status of such or other domain name. In particular, the Registrar shall expressly prohibit, by contract, and shall technically prevent the scanning of the Whois database and/or the methodical extrication of information therefrom, by manual or computerized means, for any object whatsoever.
5. The Whois service shall provided through Port 43.

**APPENDIX “D”: THE TERMS AND CONDITIONS THE REGISTRAR MUST INCLUDE
IN THE REGISTRATION AGREEMENT EXECUTED WITH THE HOLDERS**

Note: these terms and conditions shall be strictly integrated into the registration agreement proposed by the Registrar to the registration applicants, under the heading “subordinacy to ISOC-IL’s rules”.

1. The registration applicant acknowledges¹ that the domain names are registered and managed subject to ISOC-IL’s registration rules (hereinafter referred to as “ISOC-IL’s rules” and “ISOC-IL” respectively). The registration applicant confirms that he has been given an adequate opportunity to read ISOC-IL’s registration rules, that he has actually read them and that he agrees thereto. In such context, the registration applicant acknowledges that:
 - 1.1 the domain names are registered for holding periods of one, two, three, four or five year, at the applicant's choice;
 - 1.2 the registration applicant is subject to ISOC-IL’s rules for the settlement of disputes in connection with rights in domain names.
2. ISOC-IL does not bear any liability to the registration applicant for the expiration of the domain name’s registration, the renewal of the registration and/or the performance of any act the liability to perform which rests with the accredited registrar.
3. ISOC-IL’s liability to registration applicant in connection with the domain name’s registration, checking the application for the registration thereof and the handling thereof after registration - is limited as expressly provided in ISOC-IL’s rules.
4. The registration applicant acknowledges that the registration of a domain name shall not vest him with any rights of ownership or other proprietary right in the domain name, but merely with a contractual right to hold the domain name.
5. The registration applicant shall compensate and indemnify ISOC-IL for any plea, claim and/or demand deriving from the domain name’s registration and/or from the holding and use thereof contrary to ISOC-IL’s rules and the provisions of any law.
6. The registration applicant is aware that he may approach the public complaints commissioner appointed by ISOC-IL at the address: reg-complain@isoc.org.il.
7. The laws governing disputes between the registration applicant and ISOC-IL are the laws of the State of Israel only (without its choice of law rules applying) and sole jurisdiction rests with the competent courts in the Central or Tel Aviv Districts.

¹ Note to accredited registrar: any reference in the body of the on-line agreement to ISOC-IL’s registration rules or to ISOC-IL’s dispute settlement rules shall also serve as a link to the most current Hebrew version of the relevant terms and conditions published on ISOC-IL’s site.

8. In these clauses, “accredited registrar” means a registrar of domain names who has been accredited by ISOC-IL to register domain names, through which the registration applicant registered and/or manages the domain name.

APPENDIX “E”: REGISTRY OPERATING PROCEDURES

1. Application to allocate a new domain name (create domain)

- 1.1 Where an applicant has applied to the Registrar for the allocation of a new domain name, and provided that the domain name is indeed available for registration, the Registrar shall apply to ISOC-IL to register the domain name.
- 1.2 The application shall be submitted on a standard application form, in accordance with the protocol whose technical details are defined by ISOC-IL (hereinafter referred to as “**the protocol**”).
- 1.3 The submission of an application as aforesaid by the Registrar to ISOC-IL shall constitute a representation by the Registrar to the effect that:
 - 1.3.1 it has identified the applicant and that the applicant is an existing entity and not a fictitious one;
 - 1.3.2 the applicant has assumed the agreement with the Registrar, which also embodies all the stipulations and representations the Registrar is required to include in the Registrar-applicant agreement, pursuant to appendix “D”: the terms and conditions the Registrar must include in the registration agreement executed with the holders;
 - 1.3.3 it shall check that the requested domain name complies with ISOC-IL’s current requirements and name registration policy at the time of the application’s submission;
 - 1.3.4 if the application includes a block on the possibility of submitting transfer applications (the “transfer lock” function), this block has been included at the applicant’s express and documented request.
- 1.4 If the name is available and suitable for registration, and provided that ISOC-IL has not exercised its authority to refuse to register the name pursuant to this agreement and/or at law, ISOC-IL shall register the new domain name, in all its details, in the registry, after the registration fee has been collected.
- 1.5 The domain name’s availability for registration shall be examined at the time ISOC-IL handles the application, and on a first come first served basis in relation to such domain name, as provided in ISOC-IL’s registration rules.
- 1.5 The domain name shall be attributed to the registrar through which it is registered.

- 1.6 The domain name shall be registered for the holding term requested, but no more than the maximal holding term, which may be extended, at the holder's election, for additional holding terms, as provided in domain name renewal procedure described in clause 3 of this appendix.
- 1.7 Once the registration of a particular name has been approved by ISOC-IL, the registration fee shall in no event be refunded to the Registrar.

2. **Application to cancel the registration of a domain name (delete domain)**

- 2.1 Where a holder applies to the Registrar in writing to permanently delete a domain name held by him, and the domain name is attributed to the Registrar, the Registrar shall check that it has positively identified the holder, that he is indeed the registered holder of the relevant domain name, that he may order its deletion as aforesaid and that he indeed wishes to delete the domain. Thereafter, the Registrar shall submit a delete application, in accordance with the protocol.
- 2.2 The Registrar shall keep the holder's original application and the correspondence exchanged between the Registrar and the holder for the purpose of verifying his identity and desire, such that they shall be available for presentation to ISOC-IL, at its request, and for any other purpose.
- 2.3 The submission of an application to ISOC-IL for the deletion of a domain name by the Registrar shall constitute a representation of the Registrar to the effect that:
 - 2.3.1 it has identified the holder as the registered holder of the domain name;
 - 2.3.2 it has checked that the said holder indeed wishes to permanently delete the domain name, and that the holder is aware that upon the domain name's deletion from the registry, any other applicant may register the domain name for himself.
- 2.4 ISOC-IL may check directly with the holder that he indeed wishes to delete the domain name.
- 2.5 After the deletion process has been completed, the domain name shall be available for registration, and any applicant complying with ISOC-IL's current registration policy and conditions may apply to be registered as its holder, through any of the accredited registrars.
- 2.6 ISOC-IL shall not reimburse the Registrar or a former holder for the balance of the holding term from the deletion date to the expiry date, or any other term.

3. **Renewing the registration of a domain name (renew domain)**

- 3.1 Domain names may be renewed for periods set forth in appendix "H".
- 3.2 The Registrar shall be liable to adopt all the reasonable measures in order to notify the holder of the domain name of its anticipated expiry, and to check whether the holder wishes to renew the holding term.

- 3.3 Where a holder applies to the Registrar to renew a domain name, the Registrar shall renew the domain name by submitting an application for the domain name's renewal in accordance with the protocol. The renewal shall only be approved after renewal fee has been collected from the operating deposit.
- 3.4 Without prejudice to the aforesaid, about 30 days, and no later than 120 days after the expiry date of a domain name that has not been renewed, the domain name shall become inactive (the DNS reference in the registry will be disconnected) and thereafter it shall be finally deleted from the name registry.
- 3.5 The renewal of a domain name in the registry systems shall constitute a representation of the Registrar to the effect that it has identified the holder as the registered holder of the domain name and that the holder indeed wishes to execute such act.
- 3.6 In no event shall the renewal fees be refunded to the Registrar.
- 3.7 ISOC-IL may alter a domain name's renewal terms, on at least 30 days' notice. ISOC-IL shall publish all the information concerning the change in the domain name's renewal terms and conditions on its Internet site.

4. **Updating and changing details in domain name entries (update domain)**

- 4.1 Where a holder applies to the Registrar to update and change a domain name entry, and the domain name is attributed to the Registrar, the Registrar shall check that it has positively identified the holder, that he is indeed the holder of the domain name and that he indeed wishes to effect the update/change.
- 4.2 "Updates and changes" include updates and changes in the physical or virtual addresses and in the holder's contact details, technical details and more, but do not include changes in the holder's identity. Changes in the holder's identity may only be made through the process described in clause 6 of this appendix.
- 4.3 The Registrar shall keep the holder's application and the correspondence exchanged for the purpose of verifying his identity, such that they shall be available for presentation to ISOC-IL, at its request, and for any other purpose.
- 4.4 Where the Registrar has checked everything required of it in clause 4.1, it shall make the requested changes in the registry's computers, in accordance with the protocol.
- 4.5 The act of changing details in a domain name in the registry's systems shall constitute a representation of the Registrar to the effect that:

- 4.5.1 it has identified the holder as the legal holder of the domain name and that the holder indeed wishes to execute such act;
- 4.5.2 the act requested by the holder and executed by it is not contrary to ISOC-IL's policy and directives.
- 4.6 Details relating to the holder's name, that do not amount to a change in the holder's identity (for example, a change in the company's name) shall be updated by submitting a modification application; however, such an application shall be subject to ISOC-IL's approval, and shall only be approved on presentation of an official document attesting to the name's update in the registry.
- 4.7 The Registrar is obliged to provide registrants with an identical access method to any action performed using the Update Domain operation. The registrar may not determine that certain Update Domain operations will be submitted or authorized by the Domain Name Holder in a different manner.
- 4.8 **Applying to update a Transfer Authorization Code**

A request to update a Transfer Authorization Code is, for all purposes, an Update Domain request, and will be handled by the Registrar to which the Domain Name is attributed in the manner described in this section 4. This mechanism is intended to provide an additional protection layer within a Transfer Domain request.

The Registrar to which the Domain Name is attributed will provide the holder with a Transfer Authorization Code upon request (and as explained below) and will also provide ISOC-IL with same code by submitting an Update Domain request.

Additional guidelines regarding Transfer Authorization Codes:

- 4.8.1 A Transfer Authorization Code will only be disclosed to the Registrar to which the Domain Name is attributed, the holder and ISOC-IL.
- 4.8.2 The Registrar will create a unique Transfer Authorization Code for each Domain Name attributed to that Registrar which is intended to be transferred.
- 4.8.3 A Transfer Authorization Code will be treated as a password and must be kept confidential to prevent its disclosure to any entity which is not authorized to hold it.
- 4.8.4 A Registrar to which a Domain Name is attributed will create a Transfer Authorization Code by itself, or, alternately, it may allow the holder to create the Code through a secure management interface.
- 4.8.5 The Registrar may provide the Transfer Authorization Code to the holder through the Domain Name's management interface, or by email (due to data security considerations and in order to prevent any abuse of such Codes, the Code must not be provided "as is" through email. The Registrar may send the Code via email with a verification mechanism, where the Code will only be provided to the holder following a verification process).

- 4.8.6 the Registrar will provide a Domain Name's Transfer Authorization Code to the holder of Such Domain Name, at any time following the holder's request to receive the Code. The Registrar will verify that such request was in fact made by the holder of the applicable Domain Name.
- 4.8.7 The Registrar may update a Transfer Authorization Code at any given time.
- 4.8.8 The provision of a Transfer Authorization Code through an Update Domain request will be made by using a HSA256 Hash function, that includes exactly 64 characters.
- 4.8.9 when submitting a Transfer Domain request, as detailed in section 5 herein, the Transfer Authorization Code will be provided "as is", without using a Hash function.
- 4.8.10 A Transfer Authorization Code is for a single use only (for example, if a Transfer Domain request was submitted to ISOC-IL with a Code, such Code will not be used again even if the request was denied).
- 4.8.11 A Transfer Authorization Code will include between 6 to 20 characters and will only be comprised of the following characters: the digits 0-9, the letters a-z and A-Z, and the symbol underscore (_).
- 4.8.12 A Transfer Authorization Code will only be valid for five (5) calendar days from the day on which ISOC-IL approved the Update Domain request, whether it was used or not. The Code shall expire in the following circumstances:
- Five (5) days following receipt of the Code by ISOC-IL;
 - Following submission of a Transfer Domain request as provided in Section 5 herein;
 - Following submission of a Reassign Domain request as provided in Section 6 herein;
 - Upon deletion of a Domain Name;
 - When ISOC-IL receives a request to update a new Code, as provided in this Section 4.

5. **Change of Registrar (transfer domain)**

- 5.1 A request to change the locking for transfer status of a Domain Name ("Lock Transfer") is, for all purposes, an Update Domain operation, and will be handled by the Registrar in the manner described in section 4 above.
- 5.2 Where a Registrar receives a request to transfer to its management a Domain Name managed by another Registrar, the request will be handled as follows:
- 5.2.1 The Registrar will identify the requester as the Registered Holder of the Domain Name and keep record of the request and the identification procedure for presentation to ISOC-IL, if requested, and for any other need.
- 5.2.2 Where a Domain Name is locked for Transfer, the Registrar will direct the requester to the Managing Registrar for the unlocking of the Domain Name and submit the Transfer request after the lock has been opened by the Managing Registrar.

- 5.2.3 Following a successful identification, the Registrar will submit a Transfer Domain request according to the protocol.
 - 5.2.4 a Transfer Domain request submitted by the Registrar to Registry will include the Transfer Authorization Code which the Registrar received from the holder of the Domain Name (in the manner described in section 4 above).
 - 5.2.5 The submission of a Transfer request to the Registry constitutes a binding warranty by the Registrar that the identification has been adequately performed.
- 5.3 Upon the application's receipt in ISOC-IL's registry, ISOC-IL shall send a transmission concerning the application to both registrars (the transferee and the transferor) and to the holder and in consequence thereof:
- 5.3.1 ISOC-IL shall complete the transfer's registration if the transferor expressly approves it or does not object to the transfer, within five days of the transmission being sent by ISOC-IL, using the notice of objection in accordance with the protocol;
 - 5.3.2 the transferor may not object to the application except for the reason that the application is not being made with the holder's knowledge;
 - 5.3.3 the holder need not respond to ISOC-IL's e-mail transmission, but if it approaches ISOC-IL, prior to completion of the change of registrar process, and objects to the transfer's completion, ISOC-IL will not have to change the holder's attribution details and the registrar replacement process will be cancelled.
- 5.4 A claim of a financial debt of the transferor vis-à-vis the holder will in no event constitute a cause to prevent the attribution's transfer to the transferee.
- 5.5 Once the registry has been updated with regard to the holder's new attribution, ISOC-IL shall send an e-mail to both the registrars and to the holder.

6. **Reassigning a domain name from holder to holder (reassign domain)**

- 6.1 Reassignment of a domain name from holder to another means the deletion of the existing domain name record, and the creation of a new domain name record with the new holder's (reassignment recipient) details (i.e., a combination of a deletion and registration request).
- 6.2 Where an applicant applies to the Registrar to obtain the holding rights in a domain name registered to a third party -

- 6.2.1 if the name is attributed to the Registrar, the Registrar shall submit a reassignment application to ISOC-IL, in accordance with the protocol, only after it checks with the registered holder that the reassignment is being made with his knowledge and consent, and after it has received the holder's written consent to the reassignment;
- 6.2.2 if the name is attributed to another registrar, the Registrar shall first complete the change of registrar process, as provided in clause 5 of this appendix, after which it may commence the reassignment process.
- 6.3 Without prejudice to the aforesaid, ISOC-IL may decide, after being furnished, at its request, with a consent document from the holder, that it wishes to check that this is indeed the transferor's desire. In such case, ISOC-IL shall give notice thereof to the Registrar. ISOC-IL shall act to the best of its ability to complete the check within a reasonable period of time.
- 6.4 The submission of a domain reassignment application by the Registrar to ISOC-IL shall constitute a representation of the Registrar to the effect that:
 - 6.4.1 it has checked with the holder that the application is being made with his knowledge and that the holder agrees thereto;
 - 6.4.2 the act requested by the holder, the application in respect of which is submitted by the Registrar to ISOC-IL, is not contrary to ISOC-IL's policy and directives.
- 6.5 ISOC-IL shall not reimburse the Registrar or a former holder in respect of the balance of the holding term from the reassignment date until the end of the holding term remaining to the former holder prior to the reassignment.
- 6.6 Upon the application's approval, the new holder shall be registered as the domain name's holder for the term request, but no longer than the maximal holding term, from the date of the reassignment's completion.
- 6.7 At the time of the application's approval, the old domain name entry shall be deleted, and a new entry will be made in its stead, such that no information will be transferred from the old entry to the new entry. Where continuity of activity in respect of the domain name is required regardless of the reassignment of rights in the name, details of the name servers must be expressly included in the new application.

7. **Creating a contact (create contact)**

- 7.1 Where an applicant applies to the Registrar to be entered as a contact, the Registrar shall submit a suitable application to the registry in accordance with the protocol.

- 7.2 Where the requested update does not include a change in the details of the contact's name, it shall update the contact's details by submitting a "create contact" application in accordance with the protocol.
- 7.3 The submission of an application to create a contact by the Registrar to ISOC-IL shall constitute the Registrar's representation that the contact details enable the contact to be approached directly.

8. **Updating details of a contact attributed to the Registrar (update contact)**

- 8.1 Where a contact applies to the Registrar to update his details under the contact code, the Registrar shall ascertain that the contact code is indeed attributed to it, and that the applicant is indeed the contact entered under the contact code.
- 8.2 Where the requested update does not include a change in the details of the contact's name, it shall update the contact's details by submitting an "update details of contact person" application, in accordance with the protocol.
- 8.3 Where the requested update includes any change in the details of the contact's name, the Registrar shall create a new contact code, in accordance with the protocol.
- 8.4 The submission of an application to update a contact's details by the Registrar to ISOC-IL shall constitute a representation of the Registrar to the effect that:
- 8.4.1 it has checked the identity of the contact, that he wishes to update the details as requested and that the details after the update relate to such person;
 - 8.4.2 the contact details enable the contact to be approached directly, and do not include contact details that are not as aforesaid.

9. **Deleting a contact (delete contact)**

- 9.1 Where a contact applies to the Registrar to delete his details the Registrar shall ascertain that the contact code is indeed attributed to it, and that the applicant asking for the deletion is indeed the contact.
- 9.2 The Registrar shall then submit a delete contact request according to the protocol.
- 9.3 The submission of an application to update a contact's details by the Registrar to ISOC-IL shall constitute a representation of the Registrar to the effect that that the Registrar has verified the identity of the contact.

- 9.4 **A delete contact request shall only be approved if and only if there is no domain name in the registry in which there is a referral to the contact ("orphan"). In any other case, the request shall be denied.**

10. Cancelling an application (cancel)

- 10.1 The Registrar may submit an application to cancel an application that has been submitted by it.
- 10.2 A cancellation application shall be submitted in accordance with the protocol.
- 10.3 The application the cancellation of which is requested shall only be cancelled if it is still in pending status.
- 10.4 The registry will handle cancellation applications on a best effort basis alone. No argument from the Registrar that its cancellation application was not handled and that the original application was handled will be entertained.

11. Retrieving information on a registered domain name (info domain), retrieving information on a contact (info contact), checking whether a domain name is registered (check domain)

- 11.1 To retrieve information on a domain name or contact, the Registrar shall submit an application in accordance with the protocol.
- 11.2 Only the registrar managing the contact will be able to retrieve information on the contact.
- 11.3 Up to 10 names may be included in a single "check domain" application.

12. Complaint procedure for incorrect / fictitious WHOIS information in the domain name registry

12.1 Background

- 12.1.1 This procedure is intended to regulate ISOC-IL's and the Registrar's course of action when they (or any of them) receive a third party complaint, alleging the existence of incorrect / fictitious domain name registration information in the database, as published in ISOC-IL's WHOIS service (the "complaint").
- 12.1.2 ISOC-IL and its Registrars have a clear interest that registration information in the registry, as provided by applicants to the Registrar during the registration process, or at any later time, will be accurate and correct, both concerning the domain name holder and its contacts.
- 12.1.3 The Registrar is responsible for handling the complaint, with continuous reporting to ISOC-IL and in accordance with ISOC-IL's guidelines according to the individual circumstances of each complaint. There is a direct contractual relationship between

the Registrar and the holders attributed to it and the Registrar has contact information for the holder which ISOC-IL is unaware of.

12.2 **Registration rules and accreditation agreement**

- 12.2.1 The registration rules, which constitute an agreement between ISOC-IL and the applicants, include a number of provisions dealing with the applicant's obligation to register domain names using an existing legal entity and the obligation that the registration information for each domain name be true and accurate during the entire holding term of a domain name (for example, sections 6.1, 6.2 and 12.1 of the registration rules).
- 12.2.2 Section 23 of the registration rules, which deals with "Updated Information", states that both the Registrar and the holder are obliged to notify ISOC-IL of any changes or updates to the information held by ISOC-IL. The registration rules further provide that any inaccurate information or misrepresentation may be grounds for rejection of an application or the cancellation of an allocation of a domain name to the applicant.
- 12.2.3 In addition, the provisions of this accreditation agreement (such as section 6.2 herein) provide for the Registrar's obligation to ensure that the registration details of domain names attributed to it are correct, accurate, full and up to date throughout the registration term of the domain name. The details that must be kept up to date are set out in Appendix "A" to this agreement.
- 12.2.4 The provisions of the registration rules and the accreditation agreement express the obligation of any person or entity asking to register and hold a domain name –
- That the holder of the domain name must be an existing legal entity. One cannot register or continue to hold a domain name using false, fictitious, incorrect or out of date details;
 - The applicant declares that it is an existing legal entity, that the registration details it provided are true and that it will provide an update with any change to the existing details (through the "update domain" action provided in this Appendix);
 - That If it transpires that the details provided by the holder are incorrect or not up-to-date, ISOC-IL may cancel the allocation of the domain name (delete domain).

12.3 **Filing a complaint**

- 12.3.1 Any third party (the "complainant") may file a complaint (as defined above) to ISOC-IL.

- 12.3.2 The complainant must submit his complaint to ISOC-IL through a designated complaint submission page to be published on ISOC-IL's website, which includes the required input fields as well as the possibility of attaching references to the complaint.
- 12.3.3 The complaint will include at least the following information –
- Full name of the complainant, its organizational affiliation (for a complaint filed on behalf of a corporation), phone number and contact email address;
 - The domain name which is the subject of the complaint;
 - Information re the details the complainant believes that are not up to date in the public registration details of the domain name;
 - Details of the complainant's attempts to contact the holder of the domain name and why does it think that the domain name's registration details are incorrect / fictitious;
 - The complainant may attach references to its complaint (such as a letter returned to the sender due to an unknown address, confirmation of an incorrect email address, a disconnected phone number, etc.).
- 12.3.4 For the avoidance of doubt it is clarified that a domain name holder is under no obligation to respond to inquiries made by third parties, even if such inquiries have been sent to the holder's contact details in the database. Accordingly, the fact that the complainant contacted the holder by phone, email or otherwise, and the holder did not respond, does not by itself constitute a reference that the registration details for the domain name are incorrect / fictitious.
- 12.3.5 Where the complainant complained directly to the Registrar, and not through ISOC-IL, the Registrar will inform ISOC-IL about the complaint and its details and will ask the complainant for the full details required to clarify the complaint, as described in section 12.3.3 to this Appendix. In such a case the Registrar will act directly to clarify the complaint as set forth in this procedure, as if it was a complaint brought to its attention by ISOC-IL.

12.4 Notification to the Registrar about a complaint

- 12.4.1 Once ISOC-IL receives a complaint as provided in this procedure, it will review the complaint and if it finds it is allegedly established, at its sole discretion, it may forward the complaint for further handling by the Registrar to which the relevant domain name is attributed (any reference to the "Registrar" below will be to the Registrar to which the domain name which is the subject of the complaint is attributed)

12.4.2 Where ISOC-IL decides that a complaint requires further inquiry, it will approach the Registrar, inform him of the complaint and ask him to directly verify the registration details of the domain name. ISOC-IL will provide the Registrar with a copy of the complaint and any reference attached to it ("complaint submission notice").

12.4.3 Where ISOC-IL notifies the Registrar of a complaint submission, the Registrar will verify the holder's details, inter alia by contacting the holder and/or any of its contacts through the holder's contact details as provide to the Registrar and as detailed below.

The Registrar's verification process will include a verification of the holder's phone number and email address and an explicit demand to correct any details which are non-up-to-date. In addition, the Registrar will require the holder to provide a copy of an identity document, certificate of incorporation or other identification document indicating that the holder is an existing legal entity in accordance to the registration rules ("holder's details verification process").

12.4.4 Holder's details verification process - additional instructions

- The verification process will include at least an email sent by the Registrar to the holder and its contacts, as well as an attempt to contact them by phone. For this purpose the Registrar will use all contact details of the holder and its contacts in its possession, even if such details are not published to the general public.
- If the holder did not reply and/or correct the incorrect / fictitious details, the Registrar will contact the holder once more after seven (7) days from the Registrar's initial approach to the holder.
- As part of its approach to the holder for verification of the above details, the Registrar will inform the holder that a complaint was filed with ISOC-IL, according to which the registration details of the domain name, or any of them, are incorrect / fictitious.
- The Registrar will notify the holder that if it does not respond to the inquiry, or refuses to update his details, ISOC-IL may order the deletion of the domain name in accordance with section 23 to the registration rules.
- Where the details of the holder or its contacts are invalid or not up to date, they must be updated and replaced with accurate details. Where the holder's identity is false or incorrect, the holder must also provide the Registrar with a reason and any other explanation for that fact.
- Within 15 days from the complaint submission notice, the Registrar will provide ISOC-IL with a written notification which will include full findings of the holder's details verification process, by replying to ISOC-IL's complaint submission notice ("results of the inquiry").

- 12.4.5 Registrar may inform the Holder that any references, to the extent provided, shall be used by ISOC-IL solely to verify the existence of a legal entity which holds the domain name, or whether the registration of the domain name was allegedly made through a violation of the registration rules. Such references will not be provided to any third party and ISOC-IL undertakes to destroy each and every copy of such references in case the results of the inquiry are in order.

12.5 Results of the complaint inquiry

- 12.5.1 **Where the results of the inquiry indicate that the registration details are in order** - if the results of the inquiry will indicate that the domain name details are true and up-to-date, ISOC-IL and the registrar will close the complaint, inform the complainant and the holder thereof and delete the references provided by the holder to proof its identity.
- 12.5.2 **Where the holder or anyone on its behalf did not respond to the Registrar's request for verification of the domain name details** – if the results of the inquiry will indicate that after the Registrar has approached to holder (and his contacts), as described in this procedure, the holder did not respond to the Registrar's inquiries, or responded but refused to update the incorrect / fictitious registration information, or in case of the holder has not taken sufficient action, or has not provided appropriate references, at ISOC-IL'S discretion – ISOC-IL may contact the holder in writing and inform him that ISOC-IL intends to cancel the allocation of the domain name and to delete it from the domain name registry.
ISOC-IL will provide the Registrar with a copy of the written notification to the holder and will notify the Registrar of the scheduled dates for deletion of the domain name from the registry (including interim measures that ISOC-IL may take prior to the full deletion of the domain name, such as preliminary action of deleting the domain name's DNS information).
Where following ISOC-IL's written notification to the holder, the holder will take steps to correct the incorrect / fictitious registration information, ISOC-IL may stop the deletion process of the domain name at its discretion.
- 12.5.3 **Where the results of the inquiry revealed that the identity of the holder was incorrectly recorded** - such as a company whose name was incorrectly or partly registered, registration by trade name instead of the correct legal entity name and so on – ISOC-IL may, at its discretion, allow the holder to sign a legal affidavit that ISOC-IL will provide to the Registrar, in which the holder will declare, inter alia, the exact and full name of the legal entity which holds the domain name and that there is no third party which may claim for any rights to the domain name. Subject to ISOC-IL's approval following the signing of such an affidavit, the Registrar will amend the holder's domain name information in accordance to the affidavit.

12.5.4 **Where the results of the inquiry raise a suspicion that the domain name was registered through a fictitious legal entity, or by impersonating another** – ISOC-IL may contact the holder in writing and inform him that it intends to cancel the allocation of the domain name and to delete it from the domain name registry, unless the holder proves its identity by providing references that ISOC-IL will find sufficient, indicating that when the domain name was registered there was an existing legal entity as recorded in the database, as well as the affinity of the holder to such legal entity (such as a signature rights protocol indicating who may act on behalf of a corporation).

ISOC-IL will provide the Registrar with a copy of the written notification to the holder and will notify the Registrar of the scheduled dates for deletion of the domain name from the registry (including interim measures that ISOC-IL may take prior to the full deletion of the domain name, such as preliminary action of deleting the domain name's DNS information).

Where the holder proved its identity to ISOC-IL, at ISOC-IL's discretion, the complaint will be closed, and the parties will act as if the results of the inquiry have indicated that the domain name was properly registered as provided herein.

12.5.5. ISOC-IL and/or the Registrar will not provide the complainant with any information originating from the inquiry procedure and will only provide the complainant with the results of the inquiry and the actions that were taken (updating the domain name details / deletion of the domain name / details found to be valid).

12.6. Where a domain name is deleted from the domain name registry following the provisions of this procedure - the holder will not be entitled to any refund due to the deletion or the unused registration period of the domain name.

12.7. A new registration of a domain name that has been deleted in accordance to this procedure will require rigorous verification of the applicant's information, including the submission of a copy of the applicant's identification document.

APPENDIX "F": CONTACTS

ISOC-IL	Registrar
Technical contact:	Technical contact:
Name:	Name:
Telephone:	Telephone:
Facsimile:	Facsimile:
e-mail address:	e-mail address:
Mailing address:	Mailing address:
Administrative contact:	Administrative contact:
Name:	Name:
Telephone:	Telephone:
Facsimile:	Facsimile:
e-mail address:	e-mail address:
Mailing address:	Mailing address:

APPENDIX "G": PAYMENTS AND MONIES

- 1) **Price of registration unit:**
- 2) **Applications involving payment**
 - (a) Create Domain.
 - (b) Reassign Domain.
 - (c) Renew Domain.
- 3) **The operating deposit**

Updating the operating deposit shall be done by purchase of registration units, at the Registrar's choice, from the following options only:

- (a) 50 registration units
- (b) 100 registration units
- (c) 250 registration units
- (d) 500 registration units
- (e) 1,000 registration units

APPENDIX "H": THE HOLDING TERM

The basic holding term, is of **one registration unit**, from the date of registration of the holding rights in the holder's name (in consequence of the registration of his name as a new name or in consequence of a reassignment of rights, as set forth in the agreement).

The maximal holding term, as defined in this agreement, is of **five registration units** (a domain name can be allocated or renewed for a period of one, two, three, four or five years).

The holding term may be renewed at any time for additional holding terms without limitation. Holding terms can be renewed in whole registration units only, and in each occasion, to no longer than the maximal holding term.

APPENDIX "I": REFERENCE MANUAL

APPENDIX "J": THE REGISTRAR'S OFFER

APPENDIX "K": LEGAL COUNSEL APPROVAL

APPENDIX "L": BANK GUARANTEE

To
The Israel Internet Association
6 Bareket St., POB 7210
Petach Tikvah 49517

Re: **Bank Guarantee**

At the request of _____ ("**the Debtor**"), we the undersigned, hereby guarantee you, jointly and severally, payment of any amount up to a sum of NIS _____ (_____) ("**the guarantee amount**"), linked to the representative rate of the dollar as set forth below:

1. For the purposes of this guarantee:

"the representative rate of the dollar" - the representative rate of the dollar (US) published from time to time by Bank of Israel. If the representative rate of the dollar is not published on a particular payment date the known representative rate shall be the representative rate for the purpose of this guarantee;

"the base rate" - the representative rate of the dollar published by Bank of Israel on _____ (the date of this guarantee' issue, or if the representative rate is not published on this date, the last date on which the representative rate was published), i.e. NIS _____ = \$ 1;

"the determining rate" - in connection with any payment, the representative rate of the dollar published on the payment date.

If on the date of paying any amount pursuant hereto, the determining rate is higher than the base rate, the guarantee amount shall be increased pro rata to the rise in the determining index compared with the base index.

If on the date of paying any amount pursuant hereto, the determining date is equal to or lower than the base rate, there shall be no change in the guarantee amount.

2. We shall pay you, from time to time, within two days of receiving your written demand, any amount up to the guarantee amount, without you being liable to establish your demand or first call for its payment from the Debtor or without imposing any other preliminary condition on you, provided that the amount of all the payments we shall make pursuant hereto shall not exceed the guarantee.
3. This guarantee shall remain in force until _____ inclusive and any demand pursuant hereto must be sent in writing to our office at the following address:

A demand reaching us after the aforesaid date shall not be considered.

4. This guarantee may not be transferred.

Yours faithfully,

_____ Bank
_____ Branch