

Domain Name Registrant Agreement

Preamble

1. Who BNNIC is. Brunei Darussalam Network Information Centre Sdn Bhd ("BNNIC") is the national registry of .bn domain names in Brunei Darussalam. As the registry, BNNIC operates and controls the .bn top-level Internet domain name system and administers the registration of second-level domain names under the top-level domain of .bn, third-level domain names under the second-levels of .com.bn, .net.bn, .org.bn, .edu.bn, .gov.bn and other domains which BNNIC may from time to time introduce or recognise in Brunei Darussalam. BNNIC has appointed and accredited a number of registrars for the applications for the registration of domain names and its related services in Brunei Darussalam.
2. This Agreement. This Agreement and the Registration Policies, Procedures and Guidelines ("**RPPG**") set forth the terms and conditions which govern the registration of a domain name between BNNIC and the applicant (as defined in Clause 3 below). Applicant is deemed to have agreed to be bound by this Agreement when Applicant (whether directly or through a Registrar), submits an application for the registration of a domain name to BNNIC.

Application

3. Form. All applications for the registration of a domain name shall be made in the form and manner as may be prescribed by BNNIC from time to time. Each application shall be for the registration of one (1) domain name. The applicant ("**Applicant**", or the "**Registrant**" in the event that the application is approved by BNNIC) is responsible for the selection of the domain name under the top-level domain of .bn and/or the appropriate second-level domain category as the case may be, in which registration of the desired domain name is sought.
4. Registrar and Registrar-Registrant Agreement. The Registrant acknowledges and agrees that applications for the registration of domain names in Brunei Darussalam and its related services shall be made only by the Registrant through a registrar accredited or appointed by BNNIC ("**Registrar**") on behalf of the Registrant in accordance with the RPPG. In exceptional circumstances, BNNIC may in its sole discretion decide to process the application for registration of a domain name directly from the Applicant or Registrant, as the case may be. Therefore, the provisions in this Agreement, where appropriate, have provided that either BNNIC or the Registrant's Registrar, as the case may be, will be the relevant party referred to in the provisions contained herein. Registrant hereby expressly agrees that BNNIC shall have the right to enforce all the terms of the Registrar-Registrant Agreement made between the Registrar and the Registrant. Registrant shall, upon request of BNNIC, at Registrant's own costs, do all acts and things and sign all assignments and other documents as may be necessary to enable BNNIC to legally enforce all the terms of the Registrar-Registrant Agreement.
5. Appropriate Domain Categories. Refer to the section in the RPPG titled "Categories and Eligibility Criteria for .bn Domain Names" which is deemed to be incorporated here by reference (as amended from time to time).
6. Proof of Qualification. Upon BNNIC's or the Registrant's Registrar's request, the Applicant shall furnish BNNIC or the Registrant's Registrar, as the case may be, with

documentary proof that the Applicant qualifies to have the domain name registered in the third-level or second-level domain category selected by the Applicant. Where such evidence is not provided, BNNIC or the Registrant's Registrar reserves the right to revoke the registration of the domain name.

7. Warranties. The Applicant represents, warrants and undertakes to BNNIC that at the time of the application for the domain name, and at all times thereafter:
 - 7.1 the domain name applied for (i) does not infringe any registered trade mark in Brunei Darussalam nor will it give rise to a cause of action in passing off nor any other claim referred to in Clause 24 hereof; (ii) is not identical to or confusingly similar with either a registered trade mark, company or business name in Brunei; and (iii) does not infringe the rights (including without limitation, intellectual property rights) of any third parties in relation to any applicable treaties or international agreements;
 - 7.2 the domain name applied for is for its/his own use only;
 - 7.3 such use shall only be for its/his own benefit and shall be for lawful purposes;
 - 7.4 it will not allow another party to use the domain name, whether for profit or otherwise and will not deal with the domain name in any manner whatsoever;
 - 7.5 registration or use of the domain name does not and will not interfere with the legal rights of any other party in Brunei Darussalam;
 - 7.6 in particular and without prejudice to the generality of the foregoing, where the Registrant has registered a second-level domain name under the top-level domain of .bn, the Registrant will not, whether directly or indirectly, and whether for profit or otherwise, without the prior written consent of BNNIC create, operate, lend, lease, license, register, assign, transfer or otherwise deal in any sub-domains or otherwise permit the use thereof by, on behalf of, or for the benefit of any third party; and
 - 7.7 all information contained in the application form and furnished to BNNIC or through its Registrar to BNNIC is to the best of the Applicant's knowledge true and accurate in every detail.

Registration

8. First-Come, First-Served. Subject to any provisions contained herein as well as in the RPPG, BNNIC shall register domain names that the Applicant applies for whether through a Registrar or directly with BNNIC on a "first-come, first-served" basis PROVIDED that the Applicant agrees and understands at all times that a domain name which may at first be available from a BNNIC WHOIS search, may not necessarily be available at the point of application or registration.
9. Reliance. BNNIC relies on all representations made and/or warranties given by the Applicant in determining if the application should be approved.

10. Restrictions. For the types of names that shall not be registrable, refer to the section in the RPPG titled “Reserved Domain Names” **which is deemed to be incorporated here by reference (as amended from time to time)**.
11. Discretion of BNNIC. Without prejudice to the provisions of Clause 10 above, BNNIC (on its own or through a Registrar) reserves the right not to register the domain name selected by the Applicant. BNNIC is not obliged to provide the Applicant with any reason or ground for its refusal to register the domain name as applied for by the Applicant but upon the Applicant’s request and in its absolute discretion, BNNIC may inform the Applicant of the reasons or grounds.
12. Operational Name Service. At the time of application, the Applicant is required to have ready a valid operational name service from at least two operational domain name servers for that domain name. Each domain name server must be capable of being connected to the Internet and capable of receiving queries for the domain name and responding thereto.
13. BNNIC may Decline. Notwithstanding that an Applicant has complied with all the provisions of this Agreement and/or procedures for applying for the registration of a domain name, BNNIC may decline to accept the application for registration made by an Applicant who has in the past registered and transferred a number of registrations. In the event that BNNIC decides to accept an application from such an Applicant, BNNIC reserves the right to impose such other conditions in respect of that application/registration as BNNIC in its absolute discretion may deem fit. Further, notwithstanding that BNNIC has accepted the application for registration made by an Applicant, BNNIC may subsequently withdraw its acceptance of the application without furnishing any reasons or grounds for its withdrawal.
14. Change of Registrar. The Registrant may change its Registrar with respect to a domain name registration at any time in accordance with this Agreement; provided that if the Registrant changes its Registrar it will continue to be bound by its obligations under its agreement with its original Registrar in accordance with such agreement. In the event that a Registrar is no longer a Registrar, has had its accreditation or appointment as a Registrar suspended, revoked or terminated, or in the event the agreement between BNNIC and the Registrar's Registrar ("**Registrar Accreditation Agreement**") is terminated or expires, the Registrant shall be responsible for changing such Registrar's Registrar to a new Registrar in accordance with this Agreement within thirty (30) days of the earlier of notice thereof being given to the Registrant by (i) the Registrar's Registrar or (ii) BNNIC in accordance with BNNIC's then current RPPG available at its website provided.

Effects of Registration

15. Right to Use. Subject to the Registrant complying with the provisions in this Agreement and in the absence of any other factors, the Registrant shall have the right to use but not own the domain name as the Registrant’s address on the Internet. Save as provided for under Clause 22 herein, the Registrant shall not have any right to sell, trade, assign or otherwise transfer the domain name to any other party.
16. Legal Proceedings. The Registrant agrees and acknowledges that by registering a domain name, BNNIC has not made any determination, nor is it capable of making such determination, with respect to the legality of the domain name registration or

otherwise evaluate whether that registration or use of the domain name may infringe upon any rights of a third party. As a consequence, the Registrant further agrees that it shall not use the fact that the domain name has been registered by BNNIC as a defence in any legal proceedings brought against the Registrant by any third party in connection with the Registrant's registration and/or use of the domain name.

17. Activation Date and Consent to Publication. The day on which the Registrant receives the notification of approval of domain name from BNNIC directly or through a Registrar, as the case may be, shall be construed and deemed as the activation date ("**Activation Date**") for that domain name. Within thirty (30) days of the Activation Date, the name servers listed in the application (and referred to in Clause 12 above) shall be operational, connected to the Internet, answer to queries for the domain name and respond to any such queries accordingly. Further, the e-mail address listed in the delegated domain's start of authority record must be a current and valid address for one or more contacts responsible for and knowledgeable about the domain and its operation. The Registrant consents to BNNIC publishing the Registrant's details, including but not limited to the Registrant's name, the administrative contact's particulars and the domain name's Activation Date. Publication may take place in any form or media so deemed fit by BNNIC. The Registrant agrees to inform BNNIC or the Registrant's Registrar of any changes, amendments or corrections in the information furnished by the Registrant to BNNIC or the Registrant's Registrar in the application form as soon as such changes, amendments or corrections occur.
18. BNNIC Not An Arbiter. Nothing in this Agreement shall oblige BNNIC to act as arbiter between the Registrant and third parties in respect of any disputes arising out of the registration or use of the domain name. The Registrant agrees that this Agreement does not confer any rights, procedural or substantive, upon the Registrant and also acknowledges that third parties are not bound by the provisions of this Agreement.

Removal and Transfer of Domain Names

19. Domain Name May Be Deleted. The domain name may be deleted from BNNIC's database:
 - 19.1 upon the written request of the Registrant which shall be signed by the Registrant, its authorised representative (upon written proof of authorisation) or the administrative contact;
 - 19.2 by BNNIC if all fees payable by the Registrant's Registrar or the Registrant (in the case of a Registrant applying for registration of a domain name directly with BNNIC) for the domain name are not received by BNNIC as and when they fall due;
 - 19.3 by BNNIC in the event that:
 - (a) the Registrant has breached any of the terms contained herein;
 - (b) BNNIC is ordered by a court of law in Brunei Darussalam to delete the registration;
 - (c) in BNNIC's determination, that the continued entry of the domain name on the database would be wrongful or contrary to law, or where

the registration of the domain name had been obtained by fraud or misrepresentation (including without limitation the provision of false or incomplete registration or contact details);

- (d) the name servers listed in the application are not fully set up, operational and connected to the Internet within thirty (30) days of the Activation Date or that the said name servers persistently do not respond to any queries for the domain name;
- (e) BNNIC receives a decision of an Administrative Panel requiring such deletion in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy as referred to in Clause 29 of this Agreement;
- (f) BNNIC receives notice from any government or regulatory authority (including without limitation the Police) that the website referenced by the domain name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by any government or regulatory authority, or is otherwise used for or in connection with illegal activities;
- (g) in BNNIC's sole and absolute opinion, the domain name, the manner of use of the domain name, and/or the contents of the website referenced by the domain name are undesirable; or
- (h) in the case of second-level domain names under the top-level domain of .bn, the domain name is designated by ICANN for use as a gTLD.

Once the domain name has been deleted under Clauses 19.1 or 19.3, this Agreement shall be deemed to have been terminated.

20. Notification to Remedy Breaches. In relation to the provisions of Clauses 19.3(a) and (d), BNNIC shall on its own or through the Registrant's Registrar, as the case may be, provide a written notice, describing the breach, to the Registrant, and BNNIC shall also have the right to immediately suspend the domain name (such that DNS queries to that domain name will cease to resolve). If, within seven (7) days of the date of issuing such notice, the Registrant fails to provide evidence which is reasonably satisfactory to BNNIC or the Registrant's Registrar, as the case may be, that it has not breached its obligations or that such breach has been remedied, then BNNIC may revoke the Registrant's registration of the domain name and delete the same from BNNIC's database. Any such breach by the Registrant shall not be deemed to have been excused because BNNIC or the Registrant's Registrar, as the case may be, did not act earlier in response to that, or any other, breach by the Registrant. For the avoidance of doubt, BNNIC may upon written notice to the Registrant immediately suspend (such that DNS queries to that domain name will cease to resolve) or delete a domain name from BNNIC's database on account of the circumstances set forth in Clauses 19.3(b), (c), (e), (f), (g) and/or (h). The Registrant agrees that without prejudice to any other provision of this Agreement, BNNIC shall not be liable under any circumstances to compensate the Registrant for any claim, loss or damage suffered, actual or alleged, arising from or in connection with the exercise of BNNIC's rights pursuant to Clauses 19 and 20, and even if BNNIC reinstates the Registrant's registration of the domain name.

21. Restoration and Release of Deleted Domain Names for Re-use.

21.1 Domain names deleted for non-payment of fees under Clause 19.2 will become available for re-use after a thirty (30) days "Redemption Grace" period. BNNIC shall not register the deleted domain names in the name of any other party during this "Redemption Grace" period and the Registrant may make an application to its Registrar during the "Redemption Grace" period to reinstate such domain names upon paying a reinstatement fee (as advised by its Registrar) ("**Reinstatement Fee**").

21.2 BNNIC shall, as soon as reasonably practicable, re-activate a domain name after it receives all payments which are due and owing from the Registrant's Registrar or the Registrant (in the case of a Registrant applying for registration of a domain name directly with BNNIC) together with the Reinstatement Fee within the "Redemption Grace" period.

Where no reinstatement is made, this Agreement is deemed to be terminated with effect from the date of the deletion. Any application by the Registrant to reinstate the registration of the domain name after the "Redemption Grace" period shall be treated as a fresh application.

22. Transfer of Domain Name.

22.1 The right to use a domain name which has been registered in the name of the Registrant may be transferred to another party under the following circumstances:

- (a) The Registrant sells or merges the entity with another entity;
- (b) The Registrant transfers intellectual property which may contain the domain name to another entity;
- (c) A competent arbitrator; tribunal, court or legislative body orders the Registrant to transfer its domain name;
- (d) The Registrant becomes insolvent and its domain name is transferred to a liquidator, receiver, receiver manager, administrator or similar insolvency professional;
- (e) The Registrant enters into an agreement to transfer its domain name to a new registrant in settlement of a dispute which includes the transfer of the domain name; or
- (f) The Registrant has obtained a written consent from BNNIC.

22.2 The right to use the domain name which has been registered in the name of the Registrant may be transferred by BNNIC to another party without the consent of the Registrant if BNNIC receives a decision of an Administrative Panel requiring such transfer in any administrative proceeding to which the Registrant was a party and which was conducted under the Dispute Resolution Policy of this Agreement or is required by an order of court to do so.

Dispute Resolution

23. BNNIC Not to Be a Party to Any Disputes. BNNIC shall not be a party to any dispute between (i) a Registrant and any Registrar; and (ii) a Registrant and its third parties ("**Claimants**") in connection with the Registrant's registration and/or use of a domain name.
24. Procedure. The Registrant acknowledges that BNNIC may be presented with information alleging that a domain name registered by the Registrant or its use violates the legal rights of a Claimant. Such information may include, but is not limited to, evidence that the domain name gives rise to a cause of action defined in the Trade Marks Act (Cap 98) or that the domain name infringes upon any copyright owned by the Claimant or that the domain name is identical or similar to the Claimant's name or that by the use of the domain name, the Registrant has passed off the Registrant's goods/services as those of the Claimant. The following procedure would be adopted by BNNIC in the event that a Claimant challenges or in any way disputes the rights accorded to a Registrant over a domain name:
- 24.1 if so requested by the Claimant, BNNIC may furnish such information concerning the Registrant which BNNIC has in its possession;
- 24.2 before providing the Claimant with the information enumerated in Clause 24.1 above, BNNIC may enter into any agreement which it deems fit with the Claimant;
- 24.3 where permissible, BNNIC shall inform the Registrant that the Claimant has made enquiries of BNNIC and provide the Registrant with a copy of BNNIC's response to such enquiries.
- If there is any dispute between the Registrant and a Registrar, the Registrant shall settle such dispute with such Registrar directly without involving BNNIC. BNNIC may in its sole discretion choose to be involved in such dispute in such manner as it deems fit.
25. Brunei Darussalam Courts to Adjudicate. The Registrant acknowledges and agrees that any dispute over the registration and use of the domain name, unless resolved by alternative dispute resolution methods (including, but not limited to the Dispute Resolution Policy), should be adjudicated upon by the Brunei courts.
26. Effects of BNNIC Not Being Named a Party to Any Proceedings. Where the Registrant commences legal proceedings related to or in connection with the registration and use of the domain name against the Claimant and/or any Registrar in any court of competent jurisdiction in Brunei Darussalam and does not name BNNIC as a party to the proceedings, BNNIC shall allow the domain name to continue being operational. Further, the Registrant shall upon BNNIC's request promptly provide copies of any and all pleadings filed in the proceedings to BNNIC.
27. Suspension if BNNIC is Party to Litigation. If BNNIC is named as a party to any legal proceedings commenced by either the Registrant or any Registrar or Claimant, BNNIC may suspend the operational status of the domain name until the conclusion of the legal proceedings. If so named, BNNIC reserves the right to raise any and all defences deemed appropriate.

28. BNNIC to Abide By All Court Orders. In any legal proceedings, whether commenced by the Registrant or any Registrar or Claimant and whether or not named as a party to the proceedings, BNNIC will immediately abide by all temporary or final court orders directed at BNNIC.
29. Brunei Darussalam Domain Name Dispute Resolution, Rules and Supplemental Rules. By registering a domain name with BNNIC, the Registrant hereby agrees to be bound by the terms and conditions of the Brunei Darussalam Domain Name Dispute Resolution Policy, Rules and Supplemental Rules ("**Dispute Resolution Policy**") that are incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Resolution Policy may be located on the Internet at the URL <http://www.bnnic.bn>, subject at all times to the following:
- 29.1 The Registrant agrees that the Dispute Resolution Policy may be modified from time to time. BNNIC shall post any revisions on the Internet at the URL <http://www.bnnic.bn> at least thirty (30) days before it becomes effective. The Registrant further agrees that, by maintaining the registration of his domain name after modification to the Dispute Resolution Policy becomes effective, the Registrant shall be deemed to have agreed to the said modifications. The Registrant acknowledges that if he does not agree to any such modification, the Registrant may terminate this Agreement. In such event, BNNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) will not refund any fees already paid by the Registrant up to and including the date of termination of this Agreement.
- 29.2 If BNNIC is notified that a complaint has been filed by a third party under the Dispute Resolution Policy regarding the Registrant's use of BNNIC's registration services, the Registrant agrees not to make any changes to his details of registration without the prior written approval of BNNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar). BNNIC may not allow such changes to be made unless (i) it is satisfied that the dispute has been resolved under the Dispute Resolution Policy; or (ii) BNNIC receives, to its satisfaction, notification from the parties that the dispute has been settled.
30. Registrant Avoiding Litigation. Where the Registrant desires to avoid litigation regarding the registration and use of a domain name and therefore requires a new domain name to be registered, BNNIC may on its own or through the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) assist the Registrant with the assignment of a new domain name, and subject to the provisions below, will allow the Registrant to maintain both names simultaneously for up to thirty (30) days to allow an orderly transition to the new domain name. BNNIC may on its own or through the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar) provide such assistance to the Registrant if and only if the Registrant:
- 30.1 submits an application form to BNNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar), requesting the registration of a new domain name;
- 30.2 submits an explicit written request to BNNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a

Registrar), for assistance, including an identification of the Registrant's desired new domain name and any indicators used by BNNIC in response to the new domain name application; and

- 30.3 provides BNNIC or the Registrant's Registrar (in the case of a Registrant applying for registration of a domain name through a Registrar), with a copy of the settlement agreement between the Registrant and Claimant, which settlement agreement should state specifically that Claimant agrees to the co-existence of the Registrant's old domain name and the proposed new domain name for the thirty (30) day period.

Fees

31. Fees. The Registrant acknowledges that BNNIC has the right to impose such fees as it may deem fit on the Registrant's Registrar who provides registration service on behalf of the Registrant in respect of the registration of the domain name with BNNIC. The Registrant further acknowledges that the Registrant's Registrar is obliged to pay to BNNIC the registration fees for each domain name registration, any applicable renewal fees, transfer fees and any other fees payable in connection with a domain name registration. The Registrant acknowledges and agrees that, should the Registrant's Registrar fail to make any payment of any fees, BNNIC may in its sole discretion stop accepting applications for domain name registrations from such Registrant's Registrar, stop effecting registrations of domain names and transfers, renewals and cancellations of domain name registrations requested by such Registrant's Registrar and stop performing other billable transactions requested by such Registrant's Registrar not paid in full and BNNIC may: (i) terminate the Registrar Accreditation Agreement or the appointment of the Registrar; and (ii) cancel or suspend the relevant domain name registration.
32. Alternative Fees Payment Arrangement. BNNIC may in exceptional situations in its sole discretion decide to make alternative fees charges and payment arrangements with the Applicant or Registrant, as the case may be, for those applications for registration of domain names that are made by the Applicant directly with BNNIC without going through BNNIC's accredited or appointed registrars. Under such circumstances, the Registrant acknowledges that the Registrant is obliged to pay to BNNIC the registration fees for each domain name registration, any applicable renewal fees, transfer fees and any other fees payable in connection with a domain name registration. The Registrant acknowledges and agrees that, should the Registrant fail to make any payment of any fees, BNNIC may in its sole discretion stop accepting applications for domain name registrations from such Registrant, stop effecting registrations of domain names and transfers, renewals and cancellations of domain name registrations requested by such Registrant and stop performing other transactions requested by such Registrant who has not paid in full and BNNIC may further cancel or suspend the relevant domain name registration.

Indemnity and Disclaimer

33. Indemnity. The Registrant hereby agrees to defend, indemnify and hold harmless BNNIC, its officers, directors, committees, employees and agents (collectively, the "**Indemnified Parties**" and in singular the "**Indemnified Party**"), against all liability, loss, damages, costs, legal expenses, professional and other expenses of any nature whatsoever sustained, incurred, paid by or suffered by each Indemnified Party resulting from or in connection with any claim, action, or demand arising out of or

relating to the registration or use of the domain name. Such claims shall include, without limitation, those based upon trademark or service mark or other intellectual property infringement, trade name infringement, dilution, tortious interference with contract or prospective business advantage, passing off, defamation or injury to business reputation and copyright infringement; and any and all claims arising from the administration and operation of the Dispute Resolution Policy. Each Indemnified Party shall send written notice to the Registrant of any such claim, action, or demand against that party within a reasonable time. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.

34. BNNIC Not Liable. The Registrant further undertakes that it will not seek to recover and shall not be entitled to recover from BNNIC or to be indemnified by BNNIC against, any direct, indirect or consequential loss or damage or any claim, proceeding, cost, demand, liability or expense whatsoever sustained, incurred or paid by the Registrant to any party in respect of any of the matters and/or the exercise of BNNIC's rights as specified in this Agreement.
35. Limitation of Liability. The Registrant agrees that to extent permitted by law, BNNIC will not be liable for any loss of registration and/or use (for whatever reason and whether temporary or otherwise) of the Registrant's domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if BNNIC has been advised of the possibility of such damages. To extent permitted by law, in no event shall BNNIC's maximum liability under this Agreement exceed B\$500.

Modifications and Termination

36. Modifications by BNNIC. The Registrant acknowledges and agrees that BNNIC may amend this Agreement, including the quantum of fees payable to BNNIC, from time to time and that, at least upon thirty (30) days' posting on the Internet at the URL <http://www.bnnic.bn>, the Agreement shall be so amended in the manner as indicated and that such amendments are binding upon the Registrant.
37. Termination of this Agreement by Reason of ICANN's Action. The Registrant further acknowledges and agrees that BNNIC's right to issue, maintain or otherwise deal with domain names (of whatever level or category) is dependent on **ICANN** or its successors' (successor shall mean subsequent organization that takes over ICANN's functions) continued recognition of and delegation to BNNIC to perform all such acts as may be expected of BNNIC under this Agreement. Whilst BNNIC does not anticipate that ICANN or its successor would withdraw such recognition and/or delegation, Registrant nevertheless agrees that notwithstanding any other provision herein, this Agreement shall terminate on the same day as ICANN or its successor withdrawing its recognition of and/or delegation to BNNIC.
38. Effects of Suspension or Termination. In the event that this Agreement is terminated, or any domain name is suspended, for whatever reason, the Registrant agrees that:
 - 38.1 it shall, prior to the date of termination, pay BNNIC in full all monies then owing by the Registrant to BNNIC in the case of a Registrant applying for registration of a domain name directly with BNNIC;

- 38.2 it shall have no claims or recourse whatsoever, whether under contract, tort or any other legal theory, against BNNIC. For the avoidance of doubt, there shall be no refund, whether in whole or in part, of any fees which have been paid to BNNIC prior to the termination of this Agreement; and
- 38.3 Registrant shall continue to perform and observe those of its covenants and obligations which survive termination or contemplate or are capable of operation after termination, and accordingly, all such provisions shall continue in full force and effect after termination or expiration of this Agreement, including in particular but without limitation, Clauses 33 to 35 of this Agreement.

General Terms

39. Notices. All notices or reports (but not including reminders for fees referred to in Clause 19.2) permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, by registered mail, and/or where possible, by electronic mail and shall be deemed given upon personal delivery, or seven (7) days after deposit in the mail, whichever occurs first. Initial notices to the Registrant shall be sent to the domain name administrative contact at the address provided by the Registrant in the application form.
40. Agency. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Further, the Registrant agrees that there is no agency, partnership or other form of joint enterprise between any Registrar and BNNIC.
41. Non-Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Notwithstanding any provisions herein, BNNIC may in its absolute discretion waive any rights that it may have under this Agreement or the operation of any term or condition, which is to the benefit of the BNNIC.
42. Invalidity & Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. Further, BNNIC will amend or replace the unenforceable or invalid provision with one that is valid and enforceable and which achieves, to the fullest extent possible, the original objectives and intent of BNNIC as reflected in the original provision.
43. Assignment. The Registrant consents to BNNIC assigning this Agreement and all rights and obligations of BNNIC contained herein if the assignee agrees to be bound by or assume the obligations imposed on BNNIC under this Agreement. The Registrant shall not assign this Agreement to any other party. Any attempt by the Registrant to assign its/his rights under this Agreement shall render this Agreement voidable at BNNIC's option. Any attempt by the Registrant's creditors to obtain an

interest in its/his right under this Agreement, whether by attachment, garnishment or otherwise, shall render this Agreement voidable at BNNIC's option.

44. Entire Agreement. This Agreement (including the RPPG and Dispute Resolution Policy which are incorporated by reference herein and any schedule attached hereto), as may be amended by BNNIC from time to time, constitutes the complete and exclusive agreement of the parties regarding the registration and/or use of domain names. This Agreement supersedes and governs all prior proposals, agreements or other communications between the parties. The Registrant agrees that registration of the domain name as applied for by the Registrant constitutes an agreement to be bound by this Agreement, as amended by BNNIC from time to time.
45. Headings. Headings to clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
46. Ratification. In the event that the Registrant had applied for the registration for the domain name through an agent, the Registrant hereby ratifies all acts of the Registrant's agent and agrees to be bound by the terms and conditions herein.
47. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Brunei Darussalam. The parties hereby submit to the jurisdiction of the Brunei Darussalam courts.
48. Third Parties. The parties herein agree that a person or entity who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement.