

Schedule E – Registrant Agreement

1. Key Provisions

1.1 This **Schedule E** contains the minimum provisions, or their functional equivalents, that should be included in the paper or electronic Registrant Agreement. These terms should not be considered to be a fully comprehensive Registrant Agreement.

1.2 The Registrar must take appropriate measures to ensure that it has included these terms and conditions in its Registrant Agreement as set out here below and as detailed in Clause 5.5 of the Registry Registrar Agreement.

2. The Terms and conditions.

2.1 Registration of the Domain Name(s) Application. A Domain Name Application in the form prescribed under the Registry is not a guarantee of an applied for domain name registration.

2.2 By agreeing to the Registrar's Registrant Agreement, the Registrant agrees to the Registrant Agreement, as amended from time to time at the sole discretion of the RO.

2.3 The Registrant represents and warrants that the registered name holder, during the application for the Registered Name and at all times during the existence of the Registered Name in the Registry Database, complies with:

- (i) such registrant eligibility requirements, if any, as provided by RO in the Registration Regulations, rules and policies, and as modified from time to time; in particular the Registrant must provide true, accurate and up to date contact information and keep such information current.
- (ii) the Domain Name use restrictions as provided by the RO in its Acceptable Use Policy, as modified from time to time;

- (iii) all additional terms and conditions as provided by RO in the Registry Regulations, as modified from time to time;
- (iv) the Registry Dispute Resolution policies and procedures and decisions;
- (v) if applicable, the Sunrise eligibility requirements and as modified from time to time.

All the relevant registration regulations, rules and policies will be posted on the Registry website **www.domains.bh** and linked to from this section of the Registrar's Registration Agreement.

2.4 The Registrant consents to the collection, use, distribution, publication and sharing of the Registrant's Personal Data by the RO and its designees and agents, in a manner consistent with the purposes of provisioning the Domain Name and ensuring compliance with Applicable Laws and agrees that the RO has the right to disclose to third parties all contact information relating to the Registered Name to enable the RO to comply with law enforcement requests, in compliance with the Registry Dispute Resolution and its legitimate interests.

2.5 The RO, in its sole discretion, may revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registrant, without any notice thereto, in the event of non-compliance by the Registrant or the Registrant's licensees with any provision of the Registrar's Registration Agreement and all of the Registry Regulations, rules and policies including, but not limited to, the submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

- (a) The Registrant shall indemnify, defend and hold harmless the RO and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's Domain Name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

(b) Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the RO will not be liable to the Registrant for consequential, indirect or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs suffered by the Registrant as a result of any act or omission whatsoever of Registry, its employees, agents or subcontractors).

(c) The RO is an intended third-party beneficiary of the Registrar's Registration Agreement, with a right to enforce the terms and provisions contained therein.

2.6 At the conclusion of the registration period, failure by or on behalf of the Registrant to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, will result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

2.7 The Registrant shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of an Registrant that is an organization, association, or corporation; and the data elements listed in clause 5.10.4.(i)-5.10.4.(v)

2.8 A Registrant's wilful provision of inaccurate or unreliable information, its wilful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registrant's registration shall constitute a material breach of the Registrant-registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

2.9 Any Registrant that intends to license use of a Domain Name to a third party is nonetheless the registered name holder of record and is responsible for providing its own

full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registrant licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registrant reasonable evidence of actionable harm.

2.10 The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

2.11 The Registrant shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to the Domain Name Regulations, RO's Rules and Regulations, or pursuant to any registrar or registry procedure not inconsistent with any such regulations or policies, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the Registered Name.