

# Terms and Conditions

## Agreement

On the one hand, "RegNest" ("RegNest") and on the other hand (the "Service Receiver"), are contracting and agree on:

### 1. Subject of the contract

1.1) By agreeing to this Agreement, the Parties agree that "RegNest" will provide services provided under paragraph 1.2) to "service recipients" based on his will.

1.2) The service defined in Section 1.1) of the contract implies the provision of web services to "service recipients", namely domain names, hosting services, SSL, Website builders and other services that do not go beyond the virtual zone and are only intended for him.

1.3) We are not liable or responsible in any way for any errors, omissions or any other actions by the registry administrator, including those arising out of or related to a request to register, renew, modify the settings for, or transfer of a domain name registration. You acknowledge that domain name registration is a service, domain name registrations do not exist independently from services provided pursuant to this or a similar registration agreement with a registrar, domain name registration services do not create a property interest and you have no such property interest in any domain name(s) which you may register with us.

### 2. Changes to the contract

This Agreement may change over time, either through amendments by us, changes to ICANN policy or applicable Georgian law that may or may not be reflected in the text of this Agreement, or otherwise. Before any material changes to this Agreement become binding on you (other than changes resulting from a change in ICANN policy or applicable law), we will notify you of such changes by, for example, sending email to you at your email address of record. If, as a result of such a change, you no longer agree with the terms of this Agreement, your exclusive remedies are (a) to transfer your domain name registration services to another registrar, or (b) to cancel your Services, including domain name registration services, with us. Your continued use of the Services following notification of a change in this Agreement indicates your consent to the changes. Unless otherwise specified by us, any such change binds you: (1) thirty (30) days after we notify you of the change, or (2) immediately if such change is a result of a new or amended ICANN policy or applicable law.

### **3. Contents of the contract**

3.1) The Parties agree that they will fulfill their obligations in due time.

3.2) If one of the parties wishes to abolish the contract which is due to certain reasons, the other party shall be informed in advance within a reasonable time and shall provide additional information about the suspension, termination.

3.2.a) We may reject your domain name registration application or elect to discontinue providing Services to you for any reason within thirty (30) days of a Service initiation or a Service renewal. Outside of this period, we may terminate or suspend the Services at any time for cause, which, without limitation, includes (i) registration of prohibited domain name(s), (ii) abuse of the Services, (iii) payment irregularities, (iv) allegations of illegal conduct or infringement of any third party intellectual property right or other right, (v) failure to keep your Account or WHOIS information accurate and up to date, (vi) failure to respond to inquiries from us for over fifteen (15) calendar days, or (vii) if your use of the Services involves us in a violation or alleged violation of any third party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right. No fee refund will be made when there is a suspension or termination of Services for cause.

3.2.b) At any time and for any reason, we may terminate the Services thirty (30) days after we send notice of termination via mail or email, at our option, to the WHOIS contact information provided in association with your domain name registration. Following notice of termination other than for cause, you must transfer your domain name within such thirty (30) day notice period or risk that we may delete your domain name, transfer the registration services associated with your domain name to ourselves or a third party, or suspend or modify Services related to your domain name. If we terminate Services for a reason other than cause, we will provide a pro-rata refund of your fees.

3.2.c) If we terminate or suspend the Services provided to you under this Agreement, we may then, at our option, make either ourselves or a third party the beneficiary of Services which are substantially similar to those which were previously provided to you. If we have grounds to terminate or suspend Services with respect to one domain name or in relation to other Services provided through your Account, we may terminate or suspend all Services provided through your Account.

3.2.d.) We and any registry reserve the right to deny, cancel, or transfer any domain name registration or transaction, or place any domain name(s) on lock, hold, or similar status, as we or the registry deem necessary, in either our or the registry's unlimited and sole discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable registry policies and/or procedures or ICANN rules and regulations, including without limitation, the registry agreement; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution

process; (iv) to avoid any liability, civil or criminal, on the part of us or the registry, as well as our or the registry's affiliates, subsidiaries, officers, directors, and employees; (v) to correct mistakes by us, another registrar, or the registry in connection with the domain name; (vi) following an occurrence of any of the prohibited activities described in Section 4.b.ii above; (vii) per the terms of this Agreement; or (viii) for the resolution of disputes concerning the domain name.

#### 4. Our Services

##### 4.1) DOMAIN NAME REGISTRATION.

We are an accredited registrar with Georgian Registry for .ge domain names. We also resell variety of country code top level domain names ("ccTLDs") (such as .co.uk, .de, etc.), generic code top-level domain (.com, .org, .net etc.) and new top-level domain names (.xyz, .web, .bet etc.). For a partial list of registry administrators and for more information on gTLDs, see <http://www.icann.org/tlds/>. Domain name registrations are not effective until the registry administrator puts them into effect. Domain name registrations are only for limited terms that end on the expiration date. For domain names that are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable registry. For domain name registrations that were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

##### 4.2) SSL CERTIFICATES.

a.) Your use of GeoTrust SSL certificates (e.g., Quick SSL and True BusinessID) is governed by the [GeoTrust SSL Certificate Subscriber Agreement](#).

b.) Your use of Symantec SSL certificates (e.g., Rapid SSL and Secure Site) is governed by the [Symantec SSL Certificate Subscriber Agreement](#).

##### 4.3) HOSTING SERVICES

Your use of website hosting services is governed by our Web Hosting Service Agreement.

##### 4.4) EMAIL SERVICES

Your use of our email services is governed by our Email Service Agreement.

##### 4.5) WEBSITE BUILDER

Your use of our website builder service is governed by our Weebly Website Builder Agreement.

##### 4.6) NOT INCLUDED IN THE SERVICES:

We are not responsible to determine whether the domain name(s) you select, or the use you or others make of the domain name(s), or other use of the Services, infringes legal rights of others. It is your responsibility to know whether or not the domain name(s) you select or use or allow others to use infringe legal rights of others.

We maybe by the order of court or arbitrator are entitled to cancel, modify, or transfer your domain name; it is your responsibility to list accurate contact information in association with your Account and to communicate with litigants, potential litigants, and governmental authorities. It is not our responsibility to forward court orders or other communications to you. Our policy is to comply with court orders from courts of competent jurisdiction.

## **5. Return of funds**

5.1) "RegNest" is obliged to return the funds to the service recipient if "RegNest" fails to deliver the promised service and / or deliver a shortfall caused by the negligence of the RegNest's service. "RegNest" is obliged to inform in writing and / or other communications regarding the funds, within 72 hours of notification.

5.2) "Service Receipts" may not require refunds if the service deficiencies are related to the cases listed in paragraph 4.3

5.3) Internet Producer Disconnecting Network for various reasons, hacker attacks and other force majeure situation.

5.4) The "Service recipient" is obliged to describe in detail in case of requesting a refund.

## **6. YOUR ACCOUNT:**

You must create an account to use the Services ("Account"). You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your Account by you or any third party.

### **6.1) ACCOUNT CONTACT INFORMATION AND DOMAIN NAME WHOIS INFORMATION:**

You must provide certain current, complete and accurate information about you with respect to your Account information and with respect to the WHOIS information for your domain name(s). Within seven (7) days of any change to such information, you must update such information as needed to keep it current, complete and accurate. You must submit the following with respect to you, the administrative, technical, and billing contacts for your domain name registration(s) and other Services: name, postal address, e-mail address, voice telephone number, and where available, fax number. The type of information you are required to provide may change and you must provide such

information and keep your Account information current. Not providing requested information may prevent you from obtaining all Services.

You may provide information regarding the name-servers assigned to your domain name(s) and, if we are providing name-server services to you, the DNS settings for the domain name. If you do not provide complete name-server information, or if you purchase "Name Only" Services, we may supply this information (and point your domain name to a website of our choosing) until such time as you elect to supply the name-server information or until such time as you elect to upgrade from "Name Only" Services.

## 6.2) OBLIGATIONS RELATING TO THE ACCOUNT AND WHOIS CONTACT INFORMATION:

If, in obtaining Services, you provide information about or on behalf of a third party, you represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) obtained the third party's express written consent to the disclosure and use of that party's information as set forth in this Agreement.

You represent and warrant that the statements in your application are true and that no Services are being procured for any unlawful or abusive purpose, including but not limited to the infringement of any intellectual property right or other right; the distribution of malware; the abusive operation of botnets; phishing, fraudulent or deceptive practices; the unauthorized transfer to yourself or any other party of any domain name or Services; counterfeiting; or any other activity in violation of any laws, rules, or regulations (the "Illegal Uses"). Providing inaccurate or unreliable information, failing to update information within seven (7) days of any change, engaging in any Illegal Uses, or failing to respond for over fifteen (15) days to inquiries by us concerning the accuracy of Account and WHOIS contact information will constitute an incurable material breach of this Agreement and be a basis for suspension and/or cancellation of the Services.

You are responsible for regularly monitoring email sent to the email address in your Account. You may lose your rights to the domain name(s) or your right to receive the Services if you do not respond appropriately and timely to an email sent in conjunction therewith.

## 6.3) ACCESSING YOUR ACCOUNT:

In order to change any of your Account or domain name WHOIS information, you must access your Account. It is your duty to safeguard your Account login identifier and password from any unauthorized use. Any person in possession of your Account login identifier and password will have both the ability and your authorization to modify your Account and domain name information, initiate transfers of your domain name(s) to other registrars, initiate registrant changes to your domain names which may terminate your rights to use such domain name(s), update DNS changes to your domain name(s) which

may result in changes to the content associated with your domain name(s) and take other actions which may affect or terminate your rights and access to your domain name(s) and/or the Services.

We will take reasonable precautions to protect the information we obtain from you from loss, misuse, unauthorized access or disclosure, alteration or destruction of that information and such reasonable precautions include procedures for releasing Account access information to parties who claim to have lost Account access information. If we take reasonable precautions in relation thereto, IN NO EVENT SHALL WE BE LIABLE IF SUCH REASONABLE PRECAUTIONS DO NOT PREVENT THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT IDENTIFIER OR PASSWORD AND, EVEN IF WE FAIL TO TAKE REASONABLE PRECAUTIONS, OUR LIABILITY UNDER ANY CIRCUMSTANCES SHALL BE LIMITED BY THE LIMITATION OF LIABILITY PROVISION FOUND IN PARAGRAPH 13 BELOW IN THIS AGREEMENT.

If you contact us alleging that a third party has unauthorized access to your Account or domain names, we may charge you administrative fees, currently set at fifty dollars (US\$50) per hour, for our time spent in relation to the matter, regardless of whether or not we return control over the Account and/or domain name(s) to you. You will indemnify us for any reasonable attorneys' fees and costs we may incur in relation to the matter, even if those fees and costs accrue as a result of defending an action, or responding to a threat of an action, initiated by you or a third party.

#### 6.4) SHARING OF WHOIS INFORMATION:

We will make available the domain name registration information you provide or that we otherwise maintain to the following parties: ICANN, any ICANN-authorized escrow service, the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit (including through web-based and other on-line WHOIS lookup systems), whether during or after the term of your domain name registration services of the domain name. You irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of such information. We may make publicly available, or directly available to third parties, some, or all, of the information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by applicable laws, including by way of bulk WHOIS data access provided to third parties who enter into a bulk WHOIS data access agreement with us.

ICANN may establish or modify the guidelines, limits and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. Information regarding ICANN's guidelines and requirements regarding WHOIS can be found at <http://www.icann.org/registrars/wmrp.htm> and elsewhere on the ICANN

website

at

<http://www.icann.org/>.

## **7. Confidentiality**

7.1) "RegNest" is obliged to notify third parties the personal information of "Service Receiver" and/or other resources owned by it.

Except for the reasons listed in paragraph 12.2).

7.2) Official request of detailed information by Georgian and/or other state agencies.

7.3) The "RegNest" is entitled to use the "Service Receiver's Personal Information" only for internal analysis or decision-making.

## **8. Save files and ownership of information and data**

8.1) "RegNest" is obliged to store files, bases and emails belonging to "Service Receiver". Mail not more than 90 calendar days, in case of non-payment of service. After that time the "RegNest" has the right to remove any information from its system.

8.2) "Service Receiver" files, bases and emails. Mail storage time can be determined individually according to the use of its disk volume and / or service type. In such case the "RegNest" is obliged to notify the "Service Recipients" not later than 3 calendar days before the decision is made to remove the information from the system.

8.3) We own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. We own the following information for those registrations for which we are the registrar:

- (a) the original creation date of the registration,
- (b) the expiration date of the registration,
- (c) the name, postal address, e-mail address, voice telephone number, and where available fax number of the registrant and all contacts for the domain name registration,
- (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database, and
- (e) any other information we generate or obtain in connection with the provision of Services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers. We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

## **9. EXPIRATION AND RENEWAL OF SERVICES:**

It is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. With respect to domain name registration services, we will email a renewal notification approximately one (1) month and approximately one (1) week prior to each such domain

name's expiration. In addition, if a domain name is not renewed, we will email an additional renewal notification within five (5) days after the expiration of such domain name's registration. All renewal notifications will be sent to primary contact for the Account associated with the domain name registration. It is your responsibility to maintain current and accurate credit card information should any Services be placed on "auto-renew." We will notify you when renewal fees are due. Should these fees go unpaid, your Services will expire or be cancelled. Payment must be made by credit card or such other method as we may allow or require from time to time. If you select automatic renewal of the Services, we may attempt to renew the Services a reasonable time before expiration, provided your credit card or other billing information is available and up to date. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted transaction is not processed successfully. Please note: for certain top level domain names, the automatic renewal option is not available.

## **10.) INDEMNITY**

You hereby release and agree to indemnify, defend, and hold us, ICANN, the registry operators, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties harmless from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and court costs, for third party claims relating to or arising under this Agreement, including any breach of any of your representations, warranties, covenants or obligations set forth in this Agreement, the Services provided hereunder, or your use of the Services, including, without limitation, infringement or alleged infringement by you, or by anyone else using the Services, of any intellectual property or other right of any person or entity, or from the violation or alleged violation of any of our or ICANN's operating rules or policies relating to the Services provided. We may seek written assurances from you in which you promise to indemnify, defend, and hold us harmless from the costs and liabilities described in this paragraph. Such written assurances may include, in our sole discretion, the posting of a performance bond(s) or other guarantees reasonably calculated to guarantee payment. Your failure to provide such assurances may be considered by us to be a breach of this Agreement by you and may, in our sole discretion, result in loss of your right to control the disposition of domain name Services for which you are the registrant and in relation to which we are the registrar of record. This indemnification is in addition to any indemnification (a) required under the UDRP, URS, or any other ICANN policy or any policy of any relevant registry; or (b) set forth elsewhere in this Agreement.

## **11. Forbidden content**

11.1) "Service Receiver" is obliged to follow both the legislation of Georgia and other countries and use the services provided within the law.



11.2) The "RegNest" reserves the right to suspend service without prior notice if a violation is detected, unless the RegNest receives appropriate actions. In case of not performing actions by the "Service Receiver", you can completely remove the information from your own system.

## **12. Settlement of disputes**

12.1) The Parties agree that discussions will go through negotiations. In case of impossibility of making decisions, both parties have the right to apply to the court and resolve disputes under the rules established by the Georgian legislation.

12.2) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration in Tbilisi, Georgia, before one arbitrator. Judgment on the Award may be entered in any court having jurisdiction. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY FORM OF A CLASS PROCEEDING. Further, unless both you and we expressly agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class proceeding. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Service of process on you by us in relation to any dispute arising under this Agreement may be served upon you by first class mail to the address listed by you in your Account and/or domain name WHOIS information or by electronically transmitting a true copy of the papers to the email address listed by you in your Account and/or domain name WHOIS information.

## **13. Privacy Policy**

13.1) What Personal Information About Customers Do We Gather?

Information You Give Us: We receive and store any information you enter on our website or give us in any other way. We use the information that you provide for such purposes as responding to your requests, providing our services (e.g., domain name registration, DNS hosting, etc.), and communicating with you.

We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your browser accesses our sites. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; computer and connection information such as browser type and version, operating

system, and platform; and the full Uniform. Resource Locators (URL) click stream to, through, and from our website, including date and time. We use IP addresses to analyze trends, administer the site, track user movement, and gather broad demographic information for aggregate use.

### 13.2) What About Cookies?

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your browser to enable our systems to recognize your browser. Besides using the information as described above, we utilize cookies to control the flow of the ordering processes by maintaining the state of your online transactions. Some of our business partners (e.g., advertisers) may use cookies on our website; however, we have no access to or control over these cookies.

### 13.3) Do We Share the Information We Receive?

Yes, we do share information we receive but only as described below. Otherwise we will not provide your personal information without your consent. We may be subject to liability in cases of onward transfer to third parties that do not conform with this Privacy Policy.

13.4) WHOIS: We are required by the Internet Corporation for Assigned Names and Numbers ("ICANN"), the organization that assumes responsibility for domain name allocation, to collect information about you during the domain name registration process. This information includes your full name, mailing address, phone number, email address, and, where provided, your facsimile number. ICANN then requires us to make your full name, mailing address, phone number, email address, and, where provided, your facsimile number, as well as the creation and expiration dates of your domain name registration and the name server information associated with your domain name ( WHOIS Information ), available to the public via an interactive webpage and a "port 43" WHOIS service, unless you utilize a proxy service approved by us. In the event you elect to utilize a proxy service approved by us, the information of that proxy service, rather than your WHOIS Information, will be made available to the public. Please note that we are not able to control how members of the public may use the WHOIS Information.

13.5) Affiliates: We are a member of the RegNest Inc. The Family of Companies includes the following U.S. based companies: Regnest.com. The Family of Companies also includes the following non-U.S. based companies: RegNest LLC (Georgia). We may share information we have about you within the Family of Companies to facilitate, support, and integrate their activities and improve our services. Each U.S. based member of the Family of Companies adheres to the Privacy Shield Principles (as discussed below).

Advertisers: We will share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

**Partners:** We partner with other parties to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services.

**Agents:** We engage other companies and individuals to perform functions on our behalf. Examples include processing credit card payments, providing marketing assistance, providing customer services, sending postal mail and email to you, removing repetitive information from customer lists, and analyzing data. These persons have access to personal information needed to perform their functions. These companies do not retain, share, store or use personally identifiable information that you provide to us for any secondary purposes.

**Service Providers:** We engage other companies and individuals to perform enhanced services on our behalf. In addition, certain of our enhanced services require that we contact Internet directories and various search engines on your behalf. Many of our service providers have access to personal information needed to perform their services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

**Business Transfer:** As we continue to develop our business, we might sell or buy businesses or their assets. In such transactions, customer information generally is one of the transferred business assets. Also, if we or all or substantially all of our assets were ever to be acquired, customer information will of course be one of the transferred assets.

**Compliance:** We release account and other personal information when we believe release is appropriate in response to a lawful request by public authorities, including to meet national security or law enforcement requirements; enforce or apply our agreements; or protect our rights, property, or safety, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

### 13.6) How Secure Is Information About Me?

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input and the information we may send to our agents.

We have gone to great lengths to ensure your information is securely obtained and held in compliance with the Payment Card Industry Data Security Standard. For example, we encrypt your credit card number before it is stored in our database. This helps ensure that no one may access your credit card from our system.

It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

### 13.7) What Information Can I Access?

We give you access to certain information about you for the limited purpose of viewing and, in certain cases, updating that information. To view or change this information, log in to your account. When you update information, we usually keep a copy of the prior version for our records.

#### Links

Sites provided by us contain links to other sites. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every website that collects personally identifiable information.

This privacy statement applies solely to information collected by this website.

#### Children

We do not sell services for purchase by children. If you are under 18, you may use our services only with involvement of a parent or guardian.

#### For European Union Citizens or Swiss Citizens

#### Privacy Shield Frameworks

Regnest.ge, as part of RegNest Inc., complies with the EU-Georgia Privacy Shield Framework and the Swiss-Georgia Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. We have certified that we adhere to the Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. If there is any conflict between the policies in this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>

Note that you have the right to access, correct, or delete your personal data processed by us. For assistance with accessing, correcting, or deleting your personal data, please contact us at [info@regnest.com](mailto:info@regnest.com). Please be aware that deleting your personal data may result in termination of the services you receive through us.

In compliance with the Privacy Shield Principles, We commit to resolve complaints about your privacy and our collection or use of your personal information.

## **14. Final provisions**

14.1) The Agreement shall enter into force on the date of its signature (including its consent in the virtual space) till the date of its withdrawal of the parties.

14.2) The amendments to the Agreement may be revoked only on the basis of mutual agreement between the Parties.

14.3) The Parties shall inform each other about the amendments made to the Agreement.

14.4) Georgian legislation governs this agreement and has full legal force.