

## **DOMAIN NAME REGISTRATION AGREEMENT**

### **TERMS & CONDITIONS**

**By registering a domain name within the .cy Top Level Domain, you, (the Registrant,) agree to enter into an agreement of registration (Agreement) with the University of Cyprus, (the Registrar,) on the following terms and conditions. It must be understood that this Agreement is separate to any arrangement you may have with any third party for the provision of Internet services.**

The University of Cyprus is the official registrar for all the Internet Top Level Domain Names ending in .cy and manages the CY domain as a service to the Internet community in Cyprus. The CY top level domain (the Register) is divided into thirteen secondary level domains whose eligible registrants should fall within the definition opposite same:

#### **Restricted registration**

- ac.cy - Academic and research institutions.
- net.cy - Internet or Network service providers.
- gov.cy - Government (as interpreted at the international level) institutions/departments/organisations.
- org.cy - Not for profit associations or societies which have been registered at the Registrar of Associations and Societies
- pro.cy - Professional organisations and associations.
- name.cy - Names of natural persons.
- ekloges.cy - Organisations or individuals affiliated with elections.
- tm.cy - Trademarks officially registered at the Registrar of Trademarks.
- ltd.cy - Private and Public companies with limited liability registered with the Registrar of Companies..
- biz.cy - Any other business which have been registered with the Registrar of Companies.
- press.cy - Press related organisations and entities
- parliament.cy - Cyprus House of Parliament and related entities.

#### **Registration in accordance with general rules**

- com.cy - Public domain.

Each Registrant is required to request registration of its domain name in any of the above subdomains relating to its activities in addition to (if requested) registration in .com.cy.

The University of Cyprus is a non-profit making organisation. For this purpose, it limits its liability in certain respects so that it may continue to offer services in the interests of the whole Internet community.

## 1. **Definitions**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Calendar year”** means the period of time of one year starting on January 1st and ending on December 31<sup>st</sup>.

**“Commissioner”** means the Commissioner of Electronic Communications and Postal Regulation, who is appointed according to the provisions of The Regulation of Electronic Communications and Postal Services Law of 2004, L.112(I)/2004.

**“Dispute Policy”** means the ICANN Uniform Dispute Resolution Policy (UDRP) and the Rules for Uniform Domain Name Dispute Resolution Policy as adopted by ICANN on 30 October 2009 and as these may be amended from time to time regarding Intellectual Property domain name disputes as this is published on the ICANN website at <http://www.icann.org/udrp/>.

**“Fee”** means the sum of money payable to the Registrar together with the submission of the signed application form for registration of the domain name and covers processing, application, maintenance, registration and changes to the registration of the domain name.

**“ICANN”** means the Internet Corporation for Assigned Names and Numbers, which is a non-profit, private-sector corporation, dedicated to preserving the operational stability of the Internet.

**“License period”** relates to the period of time for which the license to use the domain name is granted and starts from the time the aforesaid license is granted and it is valid for the remainder of the calendar year on which the license is granted. In case a two year license is requested, one more calendar year is included.

**“License”** or **“License to use”** means the license to use the domain name for the license period and it is granted if the Registrant satisfies the rules for registering and issuing of the license and upon payment of the fee for the license

**“License certificate”** means the acceptance by the Registrar to issue the Registrant with a license to use the domain name after processing the application and it is communicated to the Registrant in electronic form.

**“Order”** means the Procedures of assignments of Domain Names under the .cy, Order of 2005, K.D.P. 380/2005, which was published on the National Gazette on the 5<sup>th</sup> of August 2005.

**“Registration day”** means the day on which the registration of the requested name was made.

**“Re Issuing Fee”** means the sum of money payable to the Registrar after the relevant invoice has been forwarded by the Registrar.

**“Rules”** means the Registrar’s current rules for the .cy domain and sub-domains under this Agreement.

**“Services”** refers to the domain name registration provided by the Registrar.

**“We”, “us” and “our”** refer to the University of Cyprus as the Registrar of the .cy Top Level Domain.

**“You” and “your”** refer to the Registrant of the domain name unless the Registrant has authorised the administrative contact to act on his behalf, subject to section 9.1, whereby the abovementioned terms shall refer to the administrative contact authorised by the Registrant to act on his behalf.

## **2. Obligations of Registrar**

The Registrar hereby agrees to:

- 2.1 Process your application to issue you with a License to use a Domain Name and consider whether or not to accept it in accordance with the criteria laid down in the Rules;
- 2.2 Inform you if your application is accepted. If your application is rejected, we will inform you as soon as reasonably practicable and return to you any Fees paid;
- 2.3 Issue you with a License to use the requested Domain Name on a first come first served basis. Upon satisfying the Rules and accepting your application and having received your registration Fee, we will immediately register the Domain Name and issue you with a License to use the Domain Name for the License period. We will communicate our acceptance to register the Domain Name and issue you with a License Certificate immediately after registration. We will not issue you with a License to use if we do not receive payment of the Fee beforehand. The registration of the Domain Name and the immediate communication of our acceptance to you are done instantaneously and signify the activation of the Domain Name.
- 2.4 Use the information in the Register entry for the Domain Name to enable the resolution of requests for the Domain Name, by pointing to the authoritative name servers listed in the register entry for the Domain Name.
- 2.5 After the expiration of the License period, you will be given first choice to be reissued with a License to use the Domain Name.
- 2.6 Ownership and all rights of the Domain Name under the .cy top level domain remains to the Commissioner according to the provisions of the Order.
- 2.7 The Domain Name cannot be transferred in any case to any other person.
- 2.8 Registration of the Domain Name does not, in any way, imply reservation of a name or trade mark.

- 2.9 We will not refund any Fees after your Domain Name and details have been entered in the Register.

### **3. Obligations of Registrant**

The Registrant hereby agrees to:

- 3.1 Select his/her own domain name for a bona fide use.
- 3.2 For us to register the Domain Name and issue you with a License certificate, you must pay the exact amount of the registration Fee in advance, at the time of submitting the application form for issuing a License to use the Domain Name. The Registrar reserves the right to revise the above Fee at any time according to the provisions of the Order.
- 3.3 Sign and submit to us the completed application form for issuing a License to use the Domain Name.
- 3.4 Ensure that we receive the Re Issuing Fee within (15) days after the issue of our invoice.
- 3.5 Provide us with a copy of your identification card in case you are a natural person. You must have completed the 18<sup>th</sup> year of age at the time of the application for registration and be a permanent residence of Cyprus. In case you are a legal person your Registered office must be in Cyprus.
- 3.6 At our request, you will obtain a certificate from the Registrar of Companies or the Registrar of Associations and Societies or the Registrar of Trademarks or any other Cyprus Government Institution or Department that the Domain Name applied for has been registered in your name. We may request that such evidence be produced at any time prior or after the grant of the License to use the Domain Name. Failure to produce such evidence renders your application void and this Agreement voidable.
- 3.7 Inform us promptly of any change in your registered details. It will be your responsibility to maintain and update any details you submit to us and to ensure that your details are up to date, and accurate. In particular, it is your responsibility directly to ensure that we have your full and correct postal address.
- 3.8 Promptly inform us of any court or arbitration proceedings brought in respect of the Domain Name.

### **4. Warranties by Registrant**

By entering into this agreement you consent to and warrant that:

- 4.1 You have obtained the consent of any individual whose personal data is to be held on the Register;
- 4.2 By completing and submitting the signed and completed application form, you hereby represent that the statements in the application form are true and

correct. In general, you agree that the details and information submitted by you to us are true and correct, and that any future additions or alterations to your details and information will be true and correct, and that you will submit them in a timely manner.

- 4.3 The laws of Cyprus including international treaties ratified by the Republic of Cyprus from time to time relating to Intellectual Property issues (e.g. trademark, copyright and famous names issues), as well as the ICANN Dispute Policy, are not violated.
- 4.4 To the best of your knowledge and belief, neither the License to use the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the License to use the Domain Name is not being sought for any unlawful purpose.
- 4.5 You will indemnify us if, as a result of a breach of the above, we are obliged to pay any damages or compensation to any third party as well as any reasonable costs, claims and expenses, whether direct or indirect, arising out of any claim resulting from your breach of this warranty;

## **5. Rules for Allocation of a License to use the Domain Name**

A license to use a Domain Name will only be granted under the following terms and conditions:

- 5.1 It is not already allocated to a third party and an application by a third party for the same Domain Name is not pending; It is understood that a first-come first-served principle applies and preference is given to Registrants who actually carry on business in Cyprus.
- 5.2 It does not contain any obscene words and names incorporating foul language or names that do not comply with the Laws of Cyprus;
- 5.3 It does not relate to politicians or political or historical activities or for which permission is required from a competent Cyprus Authority unless and except such permission is given and proven to us;
- 5.4 It is not generic, sectoral or a fundamental name which identifies a branch, group, activity, professional or business sector. Issuing a License to use such a name could unfairly imply certain or exclusive rights appertaining to it. We will try to ensure that no domain name has an unfair advantage over another Issuing of such a License may only be issued under exceptional circumstances whereby the authority or entity representing the sector or group establishes a name allocation plan which preserves the rights in the names of all parties affected.
- 5.5 It is not barred by law such that, it complies with the Laws of Cyprus, including international treaties ratified by the Republic of Cyprus from time to time relating to Intellectual Property issues (e.g. trademark, copyright and famous names issues), as well as the ICANN Dispute Policy.
- 5.6 It is not shorter than three characters. Valid characters in a domain name are only alphanumeric characters (0-9, a-z) and dash (-). A dash (-) may not appear at the beginning or the end of the Domain Name.

- 5.7 Geographic names which identify geographical locations as they are found on official maps can be issued only to the relevant local authority. Applications comprising trade marks, corporate names, etc, and which include a real geographical name, must include the "entity" name in the requested domain name.
- 5.8 A third level Domain Name must not be identical to any existing Top Level Domain Name in the global Internet at the time of application.
- 5.9 Ten (10) Domain Name allocations will be allowed per Registrant who is a legal person. We may consider exceptions to allow the allocation of additional Domain Names upon demonstration of a need for additional names.
- 5.10 One Domain Name will be allowed per Registrant who is a natural person. Exceptions can be made in cases where the individual is also a member of an organization in which case he/she can register an additional domain name on behalf of this organisation.
- 5.11 The second level domains ac.cy, net.cy, gov.cy, org.cy, biz.cy, , pro.cy, name.cy, ekloges.cy, tm.cy, ltd.cy, press.cy and parliament.cy are of restricted nature, and require proof, solely in our discretion, that you are entitled to use same.
- 5.12 The Registrar reserves the right to revise or supplement the Rules at any time.

## **6. Exclusions and Limitations of Liability**

- 6.1 The Registrar will not carry out any detailed investigation as to whether you are entitled to register or have any rights in the Domain Name. By registering a Domain Name, we do not determine the legality of the domain name registration or otherwise evaluate whether the registration or use may infringe upon the rights of a third party.
- 6.2 Registration of the Domain Name does not imply rights with respect to a name or trademark. It is your responsibility to ensure that the name applied for does not conflict with third parties' copyright, trade marks, famous names, or other intellectual property rights or the laws of Cyprus and ICANN Dispute Policy. Our registration of a Domain Name, does not constitute acknowledgement of your rights in the name contained in the Domain Name, nor authorisation to use the Domain Name in the course of trade.
- 6.3 We shall not be liable to you whether under this Agreement in tort (including negligence) or otherwise for direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services, any loss of profit, revenue or other type of economic loss (whether direct or indirect) and without prejudice to the generality of the aforesaid;
- a. loss or liability resulting from access delays or access interruptions;
  - b. loss or liability resulting from data non-delivery or data misdelivery;
  - c. loss or liability resulting from acts of God;
  - d. loss or liability resulting from the unauthorized use or misuse of your account identifier or password;
  - e. loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
  - f. loss or liability resulting from the interruption of your Service.
  - g. loss of registration and use of your 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 under this Agreement, in tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages..
  - h. loss of business;
  - i. loss of anticipated savings or goodwill.
- 6.4 In the event that the abovementioned exclusion of liability is held to be invalid you agree that our entire liability to you whether under this Agreement, in tort (including negligence) or otherwise and your exclusive remedy, with respect to any Services provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Services for the License period.

## **7. Indemnity**

- 7.1 You agree to release, indemnify, and hold us, our agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including legal fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our rules or policy relating to the Service provided.

7.2 You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances or guarantees from you concerning your promise to indemnify us. Your failure to provide those assurances or guarantees may be considered by us to be a breach of your Agreement and may result in deactivation or cancellation of the registration of your Domain Name.

## **8. License to use a Domain Name**

8.1 The License to use a Domain Name is issued to the individual Registrant and not to persons offering the name server support.

8.2 The License to use the Domain Name is only valid during the License period.

8.3 The License cannot be transferred to another person except from the following cases, after being notified to and approved by the Registrar:

- (a) Right of succession of natural persons,
- (b) Collaboration, consolidation with other legal person or redeeming by other legal person.

8.4 The ownership and/or ownership rights in the Domain Name belong to the Commissioner and not to the Registrant, who has only been granted a License to use the Domain Name for the License period.

## **9. Contacts**

When you are making an application for a License to use the Domain Name, you must provide information about the following contacts, and inform us promptly of any change in such information so that our records, which will appear on the Register, are current, complete and accurate:

9.1 Registrant Contact: Details of the Registrant (whether an organisation or person) and the person who is legally responsible for it, e.g. in the case of an organisation or company the managing director or chairman of the board.

9.2 Administrative Contact: the administrative contact is the person who acts on behalf of the Registrant. This person must be able to answer non-technical questions about the Registrant's plans for the Domain Name and must be able to represent the Registrant regarding use of the Domain Name.

9.3 Technical Contact: the technical contact is assigned by the Registrant as a person who is able to answer technical questions about the Domain Name and may include the Internet Service Provider.

9.4 Billing Contact: the billing contact is the person that must receive the invoice for the Reissuing Fee. The billing contact has the responsibility to settle the Reissuing Fee within the required time frame.

9.5 Changes/Modifications

### 9.5.1 General

Unless specified otherwise, all changes and modifications are free of charge. All communication with the Registrar can be in the form of email messages unless specified otherwise.

### 9.5.2 Confirmation of correctness and validity of the DNS form by email

Registrants are advised to submit the DNS registration form through the web-based on-line form <http://www.nic.cy/forms/form.html> for preliminary inspection by the Registrar before proceeding with the submission of the required documentation. Once the application has been cleared by the Registrar, the Registrant must submit the application together with the initial registration fee within 7 (seven) working days. If the Registrant fails to do so within the above time limit, we will reject and remove the application from our records.

### 9.5.3 Reservation of Domain Name

It is not possible to reserve Domain Names.

### 9.5.4 Change of the details of the administrative contact

Only the registrant can authorize change of the details of the administrative contact.

### 9.5.5 Change of the details of the billing contact

Only the Registrant and/or the administrative contact can authorize any change of the details of the billing contact.

### 9.5.6 Change of the details of the technical contact

Only the Registrant and/or the administrative contact can authorize any change of the details of the technical contact.

### 9.5.7 Change/Add/Delete name server information outside an ISP

Only the registrant or the administrative contact can authorize the modification of the name service support of their domain name servers outside of the current ISP.

### 9.5.8 Change/Add/Delete name server information within an ISP

The technical contact of the Domain Name can authorize changes / additions / deletions of the IP addresses and fully qualified name of the servers within the same ISP.

### 9.5.9 Changes of the Domain Name itself

No changes can be made to the name of an existing Domain Name.

### 9.5.10 Removal of a Domain Name

Removal of a Domain Name can be requested by the Registrant in writing by sending a signed letter. No other method is permitted.

## **10. Reissuing of Domain Name License**

- 10.1 Before expiry of the License period for use of the Domain Name, we will contact you to enquire whether you would like to be reissued with a Domain Name Licence upon payment of the relevant fee. Provided you pay us your Re - Issuing Fee you will be given first option to be reissued with the Domain Name upon entering into a new Agreement with us for a new License period. Failure to reply to our request within (15) days will be treated as a negative response.
- 10.2 If the Register entry for the Domain Name indicates that you wish to be invoiced directly, we will request payment of the relevant Re Issuing Fee directly from you at the Registrant address appearing in the Register.

## **11. Termination, Cancellation and Modification of the Register**

- 11.1 You may surrender the application for issuing a License to use the Domain Name by notice in writing to us at any time prior to our receipt of payment.
- 11.2 After payment of the Fees has been received, but prior to the issuing of a License certificate, you may surrender the registration by writing to us on headed notepaper which corresponds to the Registrant address field on the Register entry for the Domain Name.
- 11.3 If a License certificate has been issued, you may surrender the Domain Name by correctly completing the surrender of registration form (on the reverse of the License certificate). We will not refund you with any fees paid for a License to use the Domain Name.
- 11.4 The surrender of the Domain Name shall result in its immediate cancellation and removal from the Register.
- 11.5 Removal of a Domain Name is permitted only if it is requested by the Registrant.
- 11.6 You may terminate the Agreement by giving notice to us by any of the means set out in the Notices clause 22 below) at any time up to and including fifteen (15) working days following the day on which the Agreement is concluded, i.e. the date after the registration form is returned to you indicating that we have accepted your application to register a Domain Name.
- 11.7 We may cancel the registration of a Domain Name by providing you with notice in writing in the event of any of the following:
- a. If we do not receive your Re Issuing Fees;
  - b. If you are in breach of the terms of this Agreement and in the case of a breach which is capable of remedy you fail to remedy this within fifteen (15) days of receiving written notice from us to do so;
  - c. If we receive independent verification that you have provided inaccurate, unreliable or false Registrant contact details, or failed to keep such contact details up to date; or

- d. If you are in breach of the warranties contained in clause 4 of this Agreement or if the Domain Name is being administered in a way that may endanger the operation of the Domain Name System.
- 11.8 We may, in our sole discretion, terminate or amend the Domain Name registration in case of any the following circumstances:
- a. Upon receiving written instructions from you to take such action;
  - b. Upon receiving a copy of an order by a competent Court requiring such action, or where the retention of a Domain Name by you would be inconsistent with the terms of a Court order received by us or any other requirement under Cyprus Law;
  - c. Upon receiving a copy of a decision of the Administrative Panel under the ICANN Dispute Resolution Policy, subject to clause 16 of this agreement.
  - d. If such changes are necessary in order to correct an error relating to the Domain Name registration; or
  - e. Following a decision requiring such action or an agreement reached between the parties and approved by us, according to clause 16 of this agreement.
  - f. Upon receiving a copy of a decision of the Commissioner according to article 12 of the Order.
  - g. In cases of liquidation of legal person.
  - h. In cases of bankruptcy or death of natural person subject to the provisions of paragraph 8.3.
- 11.9 Subject to clause 11.8 there can be no changes in the name of an existing Domain Name.

## **12. Disclosure of Information**

- 12.1 You agree and acknowledge that we will make Domain Name registration information you provide available on the Register.
- 12.2 The Register is a public register for the purposes of Law of the processing of Personal Data Protection. The Register will include your name and postal address, telephone and fax number and email address together with any other relevant details.
- 12.3 Personal data submitted by you will be treated as follows:
- a. Posted onto the Register;
  - b. We may not disclose any information unless the Licensee explicitly authorises us to do so. In that case, the fee for the disclosure of any information in parts A, B1, B2 or B3 of the registration form will be payable at £5 CYP per domain per request.

- c. We may provide your personal data to governmental or law enforcement agencies as provided under the Law of the processing of Personal Data Protection of Cyprus as amended from time to time.; and;
  - d. We will provide your personal data to third parties only if required to do so by a Court order
- 12.4 We assume legal responsibility for the integrity of the Register database and the process supporting it. We are responsible for maintaining the accuracy of the details that are contained in the database, based on the information provided to us by Registrants, but we do not assume responsibility with respect to the intellectual property rights in the names used as Domain Names. Any liability for infringement of rights by registration rests solely with the Registrant.
- 12.5 As required by the Processing of Personal Data (Protection of the Person) Law of 2001, we will adopt appropriate security procedures in relation to the storage and disclosure of information provided by you in order to prevent unauthorised access. Our security procedures mean that we may request proof of your identity before we are able to disclose personal information to you. Other than the uses identified above, we will not disclose your personal information to others.
- 12.6 Personal data posted on our database may be accessible to countries outside Cyprus. By registering a Domain Name you consent to your personal data being transferred out of Cyprus and to our use of your personal data for the purposes specified above in accordance with the Law of the processing of Personal Data Protection of Cyprus as amended from time to time.

### **13. Revocation**

Your provision of inaccurate or unreliable information or your failure to promptly update information provided to us, or your failure to respond for over fifteen (15) days to inquiries by us concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement and form a basis for cancellation of your License.

### **14. Term**

You agree that this Agreement will remain in full force during the length of the License period for which the License has been issued and paid for upon the submission of the application form. Should you choose to be reissued with a License to use the Domain Name, then the term of this Agreement will be extended for an additional License period.

### **15. Modifications to the Agreement**

15.1 You agree, during the period of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and
- b. change the Services provided under this Agreement.

15.2 Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on our web site, or on notification to you by e-mail or regular mail.

- 15.3 You agree to review our web site, including the Agreement, periodically so as to remain aware of any such revisions.
- 15.4 If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail. Notice of your termination will be effective on receipt [– vague] by us.
- 15.5 You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you shall abide by any such revisions or changes.
- 15.6 You further agree to abide by the Dispute Policy. You agree that, by maintaining the registration of your Domain Name after modifications to the Dispute Policy become effective, you have agreed to these modifications.
- 15.7 You acknowledge that if you do not agree to any such modifications, you must request that your Domain Name be deleted from the Register.

## **16. Domain Name Dispute Resolution**

- 16.1 When you make an application for a License to use a Domain Name through us, you agree to be bound by the Dispute Policy incorporated herein and made a part of this Agreement.
- 16.2 In circumstances where any party challenges the License to use a Domain Name, the Dispute Resolution Policy procedure, according to Articles 11 and 12 of the Order must be followed.
- 16.3 The Registrar reserves the right to delegate the responsibility for conduct of the mediation to the Domain Name Commission or any other third party properly qualified, upon payment of an appropriate fee. It must be noted that 30 calendar days mentioned in Article 11.5, it's still applicable.
- 16.4 You agree that your License to use the Domain Name shall be subject to termination or cancellation pursuant to any decision issued by the Administrative Panel under the ICANN Dispute Resolution Policy and the Commissioner according to the Order.
- 16.5 The Registrar, will suspend the delegation of a Domain Name upon being informed that dispute resolution proceedings under the ICANN Dispute Resolution Policy have been commenced.
- 16.6 You agree that in the event a Domain Name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the ICANN Dispute Resolution Policy.
- 16.7 Neither we nor our directors, officers, employees or servants nor any expert shall be liable to a party for anything done or omitted in connection with any proceedings under this clause unless the act or omission is shown to have been in bad faith.

## **17. Breach of Terms**

You agree that failure to abide by any provision of this Agreement, or the Dispute Policy that forms part of it, may be treated as a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide us with reasonably satisfactory evidence that you have not breached your obligations under the Agreement, then we may remove the license to use and registration of your domain name. Any such breach by you shall not be deemed to be excused solely by reason of our response or lack thereof to that, or any other breach committed by you.

#### **18. Severance**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as closely as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

#### **19. Entire Agreement**

This Agreement contains the whole agreement between you and us and cancels and substitutes any previous agreements or understandings between you and us.

#### **20. Non-Agency**

Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

#### **21. Notices**

Any notice, direction or other communication given under this Agreement shall be in writing and sent via e-mail or fax or via regular mail. In the case of e-mail, or fax, valid notice shall only be deemed to have been given when an electronic or fax confirmation of delivery has been obtained by the sender. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 12:00 p.m., otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing. Any notification to you shall be sent to your postal address or that of your administrative contact and any notification to us shall be sent to:

.CY Domain Name Service  
University of Cyprus,  
Kallipoleos 75,  
P.O. Box 20537,  
1678 Nicosia,  
CYPRUS

#### **22. Law**

These terms and conditions shall be governed by and construed in accordance with the Laws of Cyprus, and by agreeing to be bound by them you agree, subject to the Dispute Policy, to submit to the exclusive jurisdiction of the relevant Courts of the Republic of Cyprus.