AGREEMENT FOR THE REGISTRATION, ASSIGNMENT OF LICENSE TO USE AND ADMINISTRATION OF DOMAIN NAMES UNDER THE «.cy»

TERMS AND CONDITIONS

By registering a domain name under the top level **«.cy» domain**, the Registrant agrees to enter into an agreement for the registration, assignment of license to use and administration of domain name under the «.cy» domain (hereinafter the «**Agreement**») with the University of Cyprus (hereinafter the «**Administrator**») in accordance with the general principles for the provision of a License to Use and Administration of Domain Names, as specified in Annex I of Court Order no. 340/2019 and under the following terms and conditions:

The University of Cyprus has been appointed as the Administrator for all domain names under the «.cy». It manages the Domain Names as part of the Services towards the internet community in Cyprus. The top-level Domain Names under the «.cy» are divided into thirteen (13) – Level B Domain Names.

1. Categories of Domain Names – Level B

A/A	Category of Internet Domain Names	Description
1.	ac.cy	Academic and Research Institutes registered in the Ministry of Education as educational institutes
2.	biz.cy	Other companies registered in the registry of companies
3.	com.cy	Public domains
4.	ekloges.cy	Organisations and persons related to elections
5.	gov.cy	Governmental institutes/ departments / organisations
6.	ltd.cy	Private and public companies with limited liability registered in the Registry of Companies
7.	name.cy	Names of natural persons
8.	net.cy	Licensed network providers and/or service providers of electronic communications
9.	org.cy	Non-profitable organisations who are registered in the Registry of Associations and Societies and other independent organisations
10.	press.cy	Organisations and businesses of the Press
11.	pro.cy	Professional Organisations and businesses
12.	tm.cy	Trademarks officially registered in the registry of trade marks
13.	mil.cy	Ministry of Defence

2. TERMS

(1) «Administration» means the registration, deletion, termination, amendment and renewal of the Domain Name under the «.cy» domains.

(2) «Administrative Contact» means the person chosen by the Applicant for the purposes of communicating with the same.

(3) «Administrator» means the University of Cyprus, which has been appointed by the Commissioner in order to Assign the License to Use and manage the domain name under the «.cy» domain.

(4) «Agreement» means the present Agreement which includes the terms and conditions for the Registration of a Domain Name and which is subject to the provisions of the Order which prevail in case of conflict.

(5) «amendment» means the amendment of the License to Use of Domain Name under the «.cy» domain by the Administrator in accordance with Annex I of the Order.

(6) «any other Domain Names» means the Domain Names which will be created from time to time.

(7) «Applicant» means the person who files an application for assignment of license to use of Domain Name under the «.cy» domain.

(8) «Authorised Representative» means the person appointed by the Applicant or the Registrant of the License to Use of Domain Name under the «.cy» domain, to act on his behalf and to represent him before the relevant Authorities and bodies of the Republic of Cyprus in relation to his duties and responsibilities arising from the Order.

(9) «Calendar Year» means the one-year period commencing on 1st January and ending on 31st December.

(10) «Commissioner» means the Commissioner for the Regulation of the Electronic Communications and Post Offices appointed in accordance to the provisions of the Regulation of the Electronic Communications and Postal Services Law of 2004, 112(I)/2004, as amended.

(11) «Cybersquatting» generally means the bad faith registration of another's trademark in a domain name.

(12) «Date of Registration» means the date which the Domain Name under the «.cy» domain was registered to the Registry of Domain Names under the «.cy» domain.

(13) «Deletion» means the deletion, made by the Administrator of the Domain Name under the «.cy» domain to the Registry of Domain Name under the «.cy» domain.

(14) «Dispute Resolution Policy» means the Uniformed Dispute Resolution Policy of ICANN and the Rules of Uniformed Dispute Resolution as adopted by ICANN on 30 October 2009 and which can be amended from time to time and published in the website of ICANN at http:/www.icann.org/udrp/

(15) «Domain Name Level B under the «.cy» domain» means any Domain Name under the «.cy» domain of the type: «field_B level .cy».

(16) «Domain Name Level C under the «.cy» domain» means any Domain Name under the «.cy» domain of the type: «field_C level .cy»

(17) «Domain Name under the «.cy» domain» means the Domain Name Level «B» or «C» under the «.cy» domain:

- Level «B» belongs to one of the categories of Annex II of the Order or those assigned according to article 14 of the Order, and

- Level «C» varies and includes alphanumerical characters of the Latin alphabet A-Z, a-z, 0-9 and symbol (-). Symbol (-) cannot appear at the beginning nor at the end of the Domain Name.

(18) «Internet Corporation for Assigned Names and Numbers» (ICANN) means the independent, non-profit, private business organisation based in California, U.S.A, dealing with the administration and coordination of the internet's technical function.

(19) «Law» means the Regulation of Electronic Communications and Postal Services Law of 2004 and includes every law which amends or replaces it.

(20) «License Period» means the period for which the License to Use of Domain Name under the «.cy» domain is valid.

(21) «License to Use Certificate» means the certificate containing the Administrator's certificate for the assignment of the License to Use of Domain Name under the «.cy» domain.

(22) «License to Use Fee» means the fee paid to the Administrator from the Registrant and includes the fee of assignment and renewal of the License to Use.

(23) «License to Use» means the license to use the Domain Name under the «.cy» domain assigned by the Administrator to the Applicant.

(24) «name registration» means the registration of the Domain Name under the «.cy» domain, by the Administrator, to the Registry of Domain Name under the «.cy» domain.

(25) «Order» means the Order for the Determination of the Procedure for the Assignment of License to Use and Administration of the Domain Name under the «.cy» domain and its Annexes of 2019 (Reg. no. 340/2019) which was published on 18th October 2019 and came into force on 22nd October 2019.

(26) «Registrant of License to Use of Domain Name» or «Registrant» means the person who has been assigned a License to Use of Domain Name under the «.cy» domain.

(27) «Registry of Domain Name under the «.cy» domain » or «Registry» means the database that includes all the registered Domain Names under the «.cy» domain, for which a License to Use has been assigned by the Administrator, in accordance with the provisions of the Order.

(28) «Renewal» means the renewal made by the Administrator of the Domain Name to the Registry of Domain Name under the «.cy» domain.

(29) «Rules» means the current or any future rules of the Administrator of the «.cy» sector and the sub-sectors under the Agreement and which are published at the Administrator's website.

(30) «Services» refers to the registration of the Domain Name provided by the Administrator.

(31) «System» means the complete automated system of the administration procedures of the Registry.

(32) «Termination» means the termination of the License to Use of Domain Name under the «.cy» domain from the Registrant in accordance with Annex I of the Order.

(33) «World Intellectual Property Organisation» (WIPO) means the World Intellectual Property Organisation which was founded in 1967 and is based in Geneva, Switzerland and deals with the promotion for the protection of intellectual property worldwide.

3. General Provisions

3.1. According to article 41(10) and (11) of the Law, it is the Commissioner's duty to supervise and administrate the rights of the Domain Name under the «.cy» domain.

3.2. The property and any other rights of the top-level Domain Name continue to belong to the Commissioner in accordance with the provisions of the Order.

3.3. Registration of the Domain Name does not constitute an acquisition of an ownership right or any other intellectual property rights including any intellectual or commercial rights related to the Domain Name.

3.4. Registration of the Domain Name under the «.cy» domain does not imply any rights in relation to name or trademark.

3.5. The Applicant and/or his Authorised Representative guarantee that the name for which the application is filed does not conflict with any intellectual property rights, such as patents, trademarks, third-party well-known names or any other intellectual property rights or the Laws of the Republic of Cyprus or the international conventions which the Republic of Cyprus has ratified. It is the Applicant's responsibility to ensure that the name for which the application is made does not conflict with any of the above.

3.6. The assignment of the License to Use of Domain Name under the «.cy» domain by the Administrator does not constitute any acknowledgement of rights of the name that is included within the Domain Name or any permission to use the same for trading purposes.

4. <u>Registry of Domain Names</u>

4.1. The Administrator keeps a Registry which will include three access levels:

(a) Administrator access level,
(b) Public access level,
(c) Registrant of License to Use of Domain Name under the «.cy» domain access level.

4.2. The public will only have access to information included within the Public access level except for those which fall under the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data Law of 2018.

4.3. The three access levels and categories of the Registry will be separated between them.

4.4. The Public access level must include and contain the following information:

(a) The Domain Name under the «.cy» domain for which a License to Use was assigned,
(b) The name of the person who registered the name (only if registered by a legal entity),
(c) the expiry date of the license to use,

4.5. The Administrator access level and the Registrant of License to Use of Domain Name access level must at least include the following information:

    a. the Domain Name under the «.cy» domain for which a License to use was assigned,
    b. the serial number in the Registry
    c. the name and/or the company name and the address of the Registrant and Administrative Contact
    d. the date of assignment of the License to Use and registration of the Domain Name under the «.cy» domain,
    e. the Date of the Application,
    f. the Expiry Date of the License to Use

5. <u>Appointment and Responsibilities of the Administrator:</u>

The Administrator:

5.1. Is responsible to assign the license to use the Domain Name under the «.cy» domain in a fair, clear και impartial manner.

5.2. Is responsible for the administration of the Domain Names under the «.cy» domain in an efficient manner, taking into consideration international requirements and guidelines.

5.3. Is required to comply with the instructions of the Commissioner and the guidelines of the Internet Corporation for Assigned Names and Numbers (ICANN) in relation to the assignment of License to Use and the management of Domain Name under the «.cy» domain.

5.4. Is required to comply with the provisions of the Protection of Natural Persons with regard to the Processing of Personal Data and for the Free Movement of such Data Law of 2018 and every other law which amends or replaces the same, as well as any other relevant laws of the Republic of Cyprus.

5.5. Is not required to carry out any investigation as to whether the Authorised Representative and/or the Administrative Contact or the Applicant is allowed the assignment of License to Use of Domain Name under the «.cy» domain or whether he holds any rights related to the Name which the assignment of License to Use is.

5.6. The Administrator is not responsible, nor is required to carry out any checks in relation to the use of the specific domain name in question or any other details which are filed and submitted according to article 5 of the Order. However, he has the right to revoke the license to use following a decision of the Court or the Arbitration Tribunal including the World Intellectual Property Organisation (WIPO) or any other competent authority that any of the details, as provided in article 5 of the Order, are unclear or that the right to assign a license to use

conflicts with the public interest or a provision of any other Law of the Republic of Cyprus.

5.7. By registering the Domain Name under the «.cy» domain, the Administrator can neither decide on the legality of the registration of the Name, nor whether such registration or use breaches any third-party rights, without prejudice to the aforementioned.

5.8. Is required to implement the fees determined by the Commissioner.

6. **Obligations of the Registrant and/or the Authorised Representative and/or Administrative Contact**

6.1. The Registrant and/or the Authorised Representative are required to inform the System of any changes to their details. These details need to be up-to-date and accurate and to include, inter alia, the correct and full postal address of the Registrant and/or the Authorised Representative and/or Administrative Contact.

6.2. The Registrant and/or Authorised Representative and/or Administrative Contact are required to inform the Administrator of any court, administrative or arbitration proceedings that might arise in relation to the Domain Name under the «.cy» domain. Failure to promptly inform of any change of their details will lead to immediate cancellation of the License to Use of Domain Name under the «.cy» domain.

6.3. The completion and filing of the application should include statements and details which are correct, accurate, and up-to-date at the time of filing the application. The Authorised Representative and/or Administrative Contact and/or the Registrant are responsible to immediately inform the System for any changes to the details submitted.

6.4. If the personal data which will be kept and saved in the Registry belong to the Administrative Contact and/or the Authorised Representative, then the Registrant or his representative must obtain the written consent from the person whose data will be kept and saved in the Registry.

6.5. The Registrant and/or the Authorised Representative guarantee that neither the License to Use of Domain Name nor the manner which the same is directly or indirectly used breach any third-party rights and that the License to Use of Domain Name is not requested for any illegal purpose.

6.6. The Registrant must compensate the Administrator for any damages suffered by any breach to the detriment of any third party which the Registrant is responsible.

6.7. The Registrant and/or the Authorised Representative are not allowed to deny providing services and/or information within the scope of the Order, unless

there is a reasonable cause. The Applicant and/or the Registrant and/or the Authorised Representative must provide, in their capacity, the Administrator with every necessary information to perform his duties.

7. **Obligation to notify and update the System**

7.1. At the time of filing the application, the Applicant or his Authorised Representative, in order to be able to use the Domain Name under the «.cy» domain, will have to input information to the System in relation to the points of contact regarding the registration, service and use of the specific Domain Name under the «.cy» domain. Particularly, to easily facilitate the process of application and active the Domain Name, the following information must be provided, collectively referred as «Contact»:

- Registrant Contact
- Administrative Contact
- Technical Contact
- Billing Contact

7.2. The Registrant or the Administrative Contact or the Representative must immediately update the System in relation to any changes regarding the information of the above contacts so that the information included in the Registry are up-to-date. Only the Registrant or the Applicant or the Authorised Representative or the Administrative Contact may authorise any changes to the information about the above Contacts.

7.3. The «Registrant Contact» includes the details of the Registrant (organisation or natural person) and of the person who is legally responsible for the organisation or the above-mentioned natural person. If the Registrant Contact is an organisation or company then the legally responsible person will be the Executive Director or the Chairman of the Board.

7.4. The «Administrative Contact» is the Administrative Contact of the Registrant. This person works with the Administrator's personnel in relation to procedural and non-technical matters and represents the Registrant in relation to the use Domain Name under the «.cy» domain.

7.5. The «Technical Contact» is appointed by the Registrant as the person who works with the Administrator's personnel for technical matters related to the activation of the Domain Name under the «.cy» domain. Such person can be a representative of the Internet Services Provider with whom the Registrant decided to enter an agreement.

7.6. The «Billing Contact» is defined as the person working with the Administrator's personnel in relation to the financial transactions between the two Parties. This person works together with the Administrator's personnel for any financial

matters relating to the naming, payment of any fees and assignment or renewal of the License to Use.

8. **Procedure of Assignment of License to Use and Management of the Domain Names under the «.cy» domain**

   8.1. Irrespective of whether a person is a permanent resident of the Republic of Cyprus or not, he has the right to file an application for assignment of License to Use of Domain Name under the «.cy» domain. The application can be made either by the interested person or from an authorised person.

   8.2. Every application is submitted online to the System and receives a serial number based on the date and time of the submission.

   8.3. An indicative list, which will be set out in the form of guidelines, will be issued by the Administrator to assist the Applicant and to inform him about the necessary documents for the assignment of the License to Use and proceed to register the Domain Name under the «.cy» domain. The indicative list, which will be set by the Administrator in the form of guidelines, will be published to the Administrator's website.

   8.4. Provided that the Domain Name under the «.cy» domain is available, the Applicant must submit through the online System the following documents:

   (i) The application,
   (ii) The Applicant's declaration using the form included in Annex II of the Order.

   8.5. On receipt of the application, the Administrator must review it within one (1) working day and to inform the Applicant for his decision to approve or reject the application for registration of the Domain Name under the «.cy» domain.

   8.6. The Applicant must, within six (6) working days from the date approval by the Administrator, pay the relevant License to Use fee of Domain Name under the «.cy» domain. Upon payment of the fee, the Domain Name will be registered at the Registry by the Administrator for the period of validity of such License to Use. The Domain Name under the «.cy» domain is activated immediately after the registration of the Registrant who is informed accordingly.

   8.7. The Certificate of License to Use is notified to the Registrant, provided that it is requested via the System and the relevant fee is paid.

   8.8. The registration of the Domain Name to the Registry implies that the Domain Name has been activated.

   8.9. The details provided by the Applicant for the assignment of the License to Use and registration of the Domain Name under the «.cy» domain are indicated in Annex III of the Order.

8.10. Representatives or third parties acting on behalf of and/or for the interested parties and/or in accordance with their instructions, are required to provide appropriate authorization. A natural person submitting an application by himself or via his representative must be at least eighteen (18) years old.

8.11. In cases of legal entities, the Administrator may request a certificate of incorporation of the company, cooperative company, syndicated company, political party, charitable foundation, group or club or any other entity of the competent authorities of the Republic of Cyprus or the country it was incorporated, together with the authorization certificate of the legal entity's representative.

8.12. The fees for the submission of an application to register the Domain Name under the «.cy» domain will be determined in accordance with article 13 and Annex IV of the Order.

9. License to Use and registration of the Domain Name under the «.cy» domain

9.1. The Registrant or his representative have a right to the License to Use of Domain Name.

9.2. Rights to the distinctive features of businesses (natural or legal persons), products or services or intellectual property rights are not limited to any of the provisions of the Order.

10. Number of Domain Names under the «.cy» domain

10.1. There is no restriction to the number of Domain Names under the «.cy» domain which could possibly be assigned to the Registrant.

11. Occasions where assignment of the License to Use of Domain Name by the Administrator is prohibited

License to Use of Domain Name will not be assigned by the Administrator where:

11.1. The Domain Name under the «.cy» domain which has already been registered to a third party or is similar to another Domain Name under the «.cy» domain and to an extent that may cause confusion to the public. If more than one application is filed regarding the same Domain Name under the «.cy» domain then the oldest one takes priority and if a License to Use is assigned for an application, the remaining are immediately rejected.

11.2. The Domain Name under the «.cy» domain includes obscene content and/or is contrary to public order and/or national security and/or ethics or where the application was not made bona fide or its content consists of an offence under the laws of the Republic of Cyprus.

11.3. The Domain Name under the «.cy» domain is associated to political parties or policies and/or historical actions for which specific permission is required from the relevant recognised and registered authority, unless such permission is disclosed to the Administrator.

11.4. The Domain Name under the «.cy» domain is of an extreme political and/or Nazi and/or racist content.

11.5. The Domain Name under the «.cy» domain conflicts with the current laws of the Republic of Cyprus, including International Conventions which relate to Intellectual Property Rights (e.g. trademarks, well-known international brands).

11.6. The Domain Name under the «.cy» domain is less than 3 characters (including alphanumerical characters of the Latin Alphabet A-Z,a-z,0-9 and symbol (–)). Symbol (–) cannot appear neither at the beginning nor at the end of the Domain Name under the «.cy» domain.

11.7. The Domain Name under the «.cy» domain alters a geographical name (toponym), which describes geographical areas as shown in the official Maps issued by the Land Registry of Cyprus. Such geographical names can only be granted to Local or Government Authorities. Applications which include trademarks, company names etc and which include an actual geographical name, must include the name of the «entity» next to the Domain Name under the «.cy» domain.

11.8. The Domain Name under the «.cy» domain is identified as an official reference point for the Republic of Cyprus and other countries and/or international organisations and/or other international entities as stipulated in Article 6 of the Paris Convention on Industrial Property as well as a point of great symbolic significance, especially religious symbols and words.

11.9. The Domain Name under the «.cy» domain which is suspected of being used for «Cybersquatting» purposes.

11.10. The Domain Names under the «.cy» domain which have been removed from the Registry due to the non-renewal of because the License to Use, for a one (1) month period.

11.11. The Domain Name under the «.cy» domain can be used for illegal purposes in areas within the territory of the Republic of Cyprus which are not under the effective control of the Government.

12. <u>License to Use of Domain Names</u>

12.1. Upon the registration of the Domain Name under the «.cy» domain to the Registry and the assignment of the License to Use, the Registrant acquires

the right to use the Domain Name under the «.cy» domain for the period of validity of the Licence to Use by paying the relevant fee to the Administrator. The License to Use of Domain Name under the «.cy» domain is valid only for the duration such License is valid.

12.2. This right does not induce the acquisition of any ownership right or any other rights including intellectual property or trading rights on the Domain Name.

13. Duration of the Right to use the Domain Name under the «.cy» domain

13.1. The License to Use of Domain Name under the «.cy» domain is valid until the 31st December of the year depending on the duration of the License to Use which has been set based on the fees paid either for the registration or renewal of the License to Use, as stated in the Table of Annex IV of the Order.

13.2. The License to Use may be renewed for a period of one (1), two (2), five (5) or (10) years. The Administrator sends a notice one (1) month prior to the expiration of the License to Use of Domain Name under the «.cy» domain, requesting the Registrant to pay the fees for the renewal of the License to Use of Domain Name under the «.cy» domain. The renewal fee must be paid by 31st December of the year which the License to Use expires.

13.3. If the Registrant pays the fees for Renewal Fee, the License to Use of Domain Name under the «.cy» domain is automatically renewed.

13.4. If the License to Use is renewed, it shall be deemed to be a new Agreement between the Administrator and the Registrant, covering the new period and being governed by the applicable rules.

13.5. If the Registrant fails to respond, the License to Use of Domain Name is automatically cancelled.

14. Transfer of the License to Use the Domain Name under the «.cy» domain

14.1. The License to Use may not be transferred to any person other than the following, which must be notified to the Administrator:

(a) Inheritance right, in cases of natural persons.
(b) Partnership or merger of a legal entity with another legal entity or acquisition of a legal entity by another legal entity, in the case of legal entities.

15. Termination of the License to Use

15.1. Termination of the License to Use may be made by the Registrant or any other authorised person through the System.

15.2. Any fees paid are non-refundable.

15.3. The termination implies the deletion of the Domain Name under the «.cy» domain from the Registry.

15.4. The Domain Name under the «.cy» domain for which the License to Use has been terminated from the Registrant or from any other authorised person, will be bound for 15 days after the termination.

16. Cancellation of the License to Use

Cancellation of the License to Use can be made by the Administrator in the following cases:

16.1. If the Renewal Fee for the Licence to Use is not paid on time by the Registrant.

16.2. By virtue of a decision taken in accordance with the dispute settlement procedure provided for in Articles 11 and 12 of the Order.

16.3. If the Registrant breaches his duties under the Order or breaches any other condition that falls under the grounds of rejection of paragraph 4 of Annex I of the Order, or if the Registrant breaches his obligations under this Agreement made between the same and the Administrator.

16.4. If the Administrator finds that the information provided by the Registrant are incorrect, inaccurate, unreliable, false or misleading.

16.5. If a Court or Arbitration Tribunal orders the Administrator to cancel the License to Use of Domain Name.

16.6. In cases of liquidation or dissolution of legal entity.

16.7. In cases of bankruptcy or death of natural person, without prejudice to the provisions set out above for the transfer of the License to Use.

16.8. If the Registrant fails to notify the System, in relation to any changes of the information, for which the Registrant was obliged to immediately notify the Administrator.

16.9. If the Registrant proceeds to Termination.

16.10. If the Domain Name under the «.cy» domain is used for any illegal purposes within the territory Republic of Cyprus which are not under the effective control of the Cyprus Government.

16.11. Pursuant to a decision of the competent Body in the framework of dispute resolution regarding the use of the Domain Name under the «.cy» domain

or following an agreement between the parties regarding its use, provided that there was no prior relevant approval of the agreement by the Administrator, in violation of the terms of the Order.

16.12. If the Domain Name under the «.cy» domain is used for «cybersquatting» purposes.

17. Amendment of the registered Domain Name under the «.cy» domain or its accompanying information

17.1. Amendment of a registered domain name or its accompanying information can be made by the Administrator in the following cases:

(a) If an amendment regarding the registration of the Domain Name under the «.cy» domain is deemed necessary or if the Registrant or its authorised representative request to amend incorrect information.

(b) If a Court Order is issued for the purposes of resolving a dispute between the Parties, in relation to the use of the Domain Name under the «.cy» domain or following an agreement between the Parties in the relation to the use of the Domain Name under the «.cy» domain, provided that there was relevant permission given previously by the Administrator.

18. Dispute Resolution Procedure

18.1. The Administrator is obliged to initiate a dispute resolution procedure where:

(a) A person whose application for assignment of License to Use and registration of a specific Domain Name under the «.cy» domain has been rejected by the Administrator requests a review of its Decision.

(b) Any person who has a legitimate interest and is affected by the Administrator's decision to assign a License to Use and register a specific Domain Name under the «.cy» domain, shall apply to the Administrator requesting that his decision be annulled.

18.2. The request for review and the request for annulment of the Administrator's decision should be accompanied by relevant supporting documents proving the rights of utilization of the specific Domain Name.

18.3. The fee of the request for review and the request for annulment is paid in advance in all cases and is non-refundable.

18.4. The Procedure of the Request for Review of Decision in case of rejection of an application for assignment of License to Use and registration of the Domain Name under the «.cy» domain is as follows:

18.4.1. The Request for review shall be filed through the System within five (5) business days from the date of notification of the Administrator's decision.

18.4.2. The Administrator shall respond to the person requesting a review through the System and confirm receipt of the request within one (1) business day of receiving it.

18.4.3. Within five (5) business days from receipt of the request for review, the Administrator shall either:

(i) notify his Decision, provided that the request for review is complete and no additional clarifications or supporting documents are required; or

(ii) request from the person filing the request for review to provide additional clarifications and/or supporting documentation.

18.4.4. The person filing the request for review shall submit the required clarifications and/or supporting documents within 5 (five) business days of the date of notification by the Administrator therefor.

18.4.5. If the Administrator believes that the request for review is complete, he shall notify such decision to the person making the request within 5 (five) business days.

18.4.6. If the person requesting the review believes that the Administrator's decision regarding request for review is unsatisfactory, he is entitled to request a Hearing by paying the relevant Hearing fee. The Administrator is obliged to keep minutes during the Hearing and is obliged to explain the procedure which is being conducted before him.

18.4.7. The duration of the Hearing shall not exceed twenty (20) business days from the date the Administrator approved the request for a Hearing. Within the aforementioned timeframe, the Administrator shall notify his final decision to the person requesting the review.

18.5. The Dispute Resolution Procedure when a person is requesting an annulment of the Administrator's decision to assign a License to Use and register a Domain Name under the «.cy» domain, is as follows:

18.5.1. The request for annulment of the Administrator's Decision is submitted online through the System. The Administrator shall respond to the person requesting the annulment of the decision through the System and to confirm receipt of the request within one (1) business day of receiving it.

18.5.2. The Administrator notifies the person requesting the annulment of the Administrator's Decision within five (5) business days of receiving the request:

(i) to pay the relevant fee as set in Annex IV of the Order for the commencement of the dispute resolution procedure and
(ii) to send any supporting documents

18.5.3. The Administrator, within five (5) business days of receipt of the supporting documents and payment of the relevant fee, shall send the supporting documents to the Registrant and invite him within ten (10) business days, to reply to the Administrator, by notifying his positions also to the person requesting the annulment of the Administrator's decision.

18.5.4. On receipt of the Registrant's positions, the person requesting the annulment of the Administrator's decision shall respond to the Administrator within five (5) business days by notifying his positions also to the Registrant.

18.5.5. If the Administrator believes that the supporting documents and information are not sufficient then he is entitled to invite one party or both parties to a Hearing requesting clarification and/or supplementary documents. The Administrator is obliged to keep minutes during the Hearing and to explain the process that is taking place before him. The duration of the procedure shall not exceed twenty (20) business days from the date of notification to both parties of the Administrator's intention to call for a Hearing. Such decision shall be notified to the Parties.

18.5.6. If the Administrator believes that the relevant supporting documents before him are satisfactory, he shall within ten (10) business days of receipt by the person requesting the annulment of the Administrator's decision his final positions, notify the Parties and the Commissioner.

18.6. If the person requesting the review or annulment of the Administrator's Decision and provided that he has been notified by the Administrator to appear to a Hearing, fails to appear then his request will automatically be rejected.

18.7. If during the procedure is revealed that the assignment of License to Use and registration of the Domain Name under the «.cy» domain was made on false, incorrect or misleading statements by the Registrant, the Administrator cancels License to Use of Domain Name and declares the Agreement stated in Article 10 of the Order invalid.

18.8. The Administrator notifies the Commissioner in writing in relation to the commencement of the dispute resolution procedure.

18.9. If it is not possible to resolve the dispute in accordance with the above procedures and within the timeframe specified above, or in the event of a disagreement of any person involved in the dispute resolution procedure with the Administrator's decision, such person is entitled to refer the matter to the Commissioner.

18.10. If a person refers the matter to the Commissioner, the Commissioner shall resolve the dispute with a sufficiently reasoned decision to settle the matter. The Commissioner's decision is final and binding to all Parties, including the requesting party, the Administrator and any other third party affected. It is understood that, according to article 158 of the 112(I) 2004 Law, any action or decision of the Commissioner is subject to an appeal to the Supreme Court of Cyprus or the Administrative Court in accordance with article 146 of the Constitution.

19. **Registration Information – Personal Data**

19.1. The Applicant, Registrant or any other third party agrees and acknowledges that the Administrator will submit the registration information of the Domain Name in the Registry kept by the Administrator, where the public will only have access to the following information:

  (a) the Name of the registered Domain Name,
  (b) the name of the Applicant or Registrant or Authorised Person who registered the name (only if the person is a legal entity).
  (c) the expiration date of the License to Use the Domain Name.

19.2. Personal Data submitted by the Applicant, Registrant or a third party will be processed as follows:

  (a) will be submitted in the Registry,
  (b) such personal data may be transmitted to government bodies or Law enforcement agencies for security or defence purposes of the Republic of Cyprus as provided by the Processing of Personal Data and for the Free Movement of such Data Law, and
  (c) such personal data will be transmitted to third parties only if requested by a Court Order.

19.3. The Administrator assumes legal responsibility for the integrity of the Registry's database and its supporting process. He is responsible for maintaining the accuracy of the data contained in the database based on the information provided by the Applicants, Registrants, Authorised Representatives or third parties, but has no responsibility regarding the intellectual property rights of the names used as Domain Names. The Registrant shall be solely responsible for any breach of these rights by registration.

19.4. As required by the Processing of Personal Data and for the Free Movement of such Data Law, the Administrator shall adopt appropriate security procedures regarding the retention and disclosure of information provided by the Registrant, Authorised Representative or third party to prevent unauthorized access. Security procedures mean that the Administrator may request proof of identity before proceeding with the disclosure of personal data. Except for the uses mentioned above, the Administrator will not disclose personal data to others unless the Registrant has explicitly authorized the Administrator to do so.

19.5. Personal data contained in the Administrator's database may be transmitted to countries within and outside the European Union. The transfer shall be made in accordance with the Processing of Personal Data and for the Free Movement of such Data Law. By registering a Domain Name, the Registrant consents to the transmission of such personal data to countries within and outside the European Union, and to the processing of such personal data for the purposes set out above in accordance with Processing of Personal Data and for the Free Movement of such Data Law.

20. Duration

20.1. It is agreed that this Agreement will remain in force throughout the duration of the period of the License to Use of Domain Name, for which the relevant fee has been paid when filing the application form.

20.2. If the License to Use of the Domain Name is renewed in accordance with clause 13 of this Agreement, then the duration of this Agreement will be extended for the additional period of the License to Use, either one (1), two (2), five (5) or ten (10) years depending on the date that it will be renewed.

21. Amendment of the Agreement

21.1. The Registrant agrees that, during the period of the present, the Administrator is may:

(a)   review the terms and conditions of this Agreement, and
(b)   amend the Services provided according to this Agreement.

21.2. Any such review or amendment will be binding and effective immediately upon the inclusion of the revised agreement or upon the amendments of the Services in the Administrator's website or upon its notification via e-mail or post to the Registrant or the Authorised Representative.

21.3. The Registrant agrees to review the Administrator's website, including the Agreement, periodically in order to be aware of any such revisions.

21.4. If the Registrant does not agree to any of the revisions made to the Agreement, he may terminate the Agreement at any time, by notifying the Administrator via e-mail or post.

21.5. It is understood that the Registrant by continuing to use the Services after the notification of any review of the Agreement or amendment of Services, he shall comply with any such revisions or amendments.

21.6. Further, the Registrant agrees to comply with the Dispute Resolution Policy. It is understood that, by keeping the registration of the Domain Name, following the enforcement of any amendments to the Dispute Resolution Policy, it is deemed that the Registrant has agreed to such amendments.

21.7. It is acknowledged that if the Registrant does not agree to any of these amendments, he shall immediately request the removal of the relevant Domain Name from the Registry.

22. **Exceptions and restrictions to the Administrator's liabilities and Damages**

22.1. The Administrator shall not be liable to the Registrant either under this Agreement or by civil law offence (including negligence) or otherwise for direct, indirect, incidental, special or consequential damage resulting from the use or inability to use any services or costs for the provision of subordinate services, any profit loss, revenue or any other form of financial loss (direct or indirect) and without affecting the generality of the foregoing:

(a) Loss or liability arising from access delays or access interruptions
(b) Loss or liability arising from non-delivery of data or incorrect date delivery,
(c) Loss or liability arising from natural disasters,
(d) Loss or liability arising from unauthorised use or misuse of the password in the Registrant's account,
(e) Loss or liability arising from errors, omissions or incorrect statements in any information/service or in all information/services provided under this Agreement,
(f) Loss or liability resulting from termination of service to the Registrant,
(g) Loss of registration and use of the Domain Name or business disruption or any indirect, special, incidental or consequential damages of any kind (including loss of profit) irrespective of the form of the action either under this Agreement, or in a civil offence (including negligence) or otherwise, even if the Administrator has been notified of the possibility of such damages,
(h) Loss of turnover
(i) Loss of expected savings or goodwill.

22.2. If the abovementioned exclusion of liability is deemed invalid, it is agreed that the entire liability on the Administrator towards the Registrant either under this Agreement or due to a civil offence (including negligence) or

otherwise, with regard to any services provided under this Agreement and any breach of this Agreement, is limited to the amount paid for such services for the period of the License to Use.

22.3. The Registrant agrees to exempt, indemnify and to hold the Administrator, the Administrator's Representatives, employees, officials, managers and affiliated companies free from any liability, claim and expenses, including legal costs, costs incurred by, or related third parties under this Agreement, the services provided under this Agreement or the use by the Registrant of the services, including, but not limited to, the breach by the Registrant or third party using the service via the Registrant's personal computer of any intellectual property or other proprietary right of any person or entity or violation of any of the rules or the Administrator's policy associated with the service provided.

22.4. The Registrant also agrees to indemnify the Administrator and to release him from any liability, in accordance with the terms and conditions included in the Dispute Resolution Policy. Where the Administrator is threatened with a lawsuit by any third party, written assurances or guarantees may be requested by the Registrant, in respect of his promise to indemnify the Administrator. Omission of the Registrant to provide such assurances or guarantees, may be considered by the Administrator as a breach of the Agreement and may result in the may deem the Agreement invalid which may result in the deactivation or cancellation of the License to Use of Domain Name.

23. Breach of Terms and Provisions of the Order

23.1. It is agreed that if the Registrant fails to comply with any of the provisions of this Agreement or with the Dispute Resolution Policy which forms part of this Agreement, may be considered as a material breach and that the Administrator may give the Registrant written notice describing the breach. If within thirty (30) calendar days from the date of such notice, the Registrant fails to provide the Administrator with reasonably satisfactory evidence that it has not violated its obligations under the Agreement, then the Administrator may revoke the License to Use. Any such breach shall not be deemed to be justified solely by reason of the reaction or non-reaction of the Administrator to it or to any other breach committed by the Registrant.

23.2. In cases where any person violates the provisions of the Order, the relevant provisions of the Law and the relevant Orders shall apply.

24. Summary / Miscellaneous

24.1. This Agreements contains the entire agreement between the Administrator and the Registrant and supersedes any previous agreements or arrangements between the Administrator and the Registrant.

24.2. Applications for the assignment or renewal of the License to Use of Domain Names submitted to the Administrator, prior to the enforcement of this Agreement and which are pending, shall be processed by the Administrator in accordance with the provisions prior to the publication of this Agreement.

24.3. This Agreement repeals the previous agreement which was drawn up according the Determination of the Procedure for the award of Domain Names under the «.cy» domain Order and its relevant Annexes (Reg. no. 276/15) and which was repealed by the new Order dated 22.10.2019.

24.4. It is agreed that the terms of the Agreement may be discontinued. If any term or provision is declared void or unenforceable, that term or provision shall be deemed to be in accordance with the law in force as closely as possible to express the initial intention of the parties and the remaining terms and provisions will remain in full force.

24.5. Nothing in the Agreement or in the Dispute Policy is construed to create any delegation, partnership, or other form of consortium between the parties.

25. <u>Notices</u>

25.1. Any notice, instruction or other notification provided according to this Agreement must be in writing and sent via e-mail or fax or post. If sent via e-mail or fax, the sender receives confirmation of delivery. Any electronic notification shall be deemed to have been given validly and effectively on the date it was sent if such date is a business day and it was delivered before 12 pm, otherwise it will be deemed that it has been delivered the following business day. In the case of regular mail notification, a valid notice shall be deemed to have been given validly and effectively within five (5) business days after the date of posting.

25.2. Any notice to the Registrant or its Authorised Representative shall be sent to the postal address or to the address of the Administrative Contact and any notice to the Administrator shall be sent to the following address:
University of Cyprus
.cy Registry
1 Panepistimiou Avenue 2109 Aglantzia, Nicosia
P.O. Box 20537, 1678 Nicosia, Cyprus
Tel: +35722892127
Fax: +35722895077
Email: cydns@ucy.ac.cy

26. <u>Applicable Law</u>

26.1. The terms and conditions of this Agreement shall be governed and defined in accordance with the laws of the Republic of Cyprus.

26.2. The Parties agree and undertake (subject to the Dispute Resolution Policy) to be subject to the exclusive jurisdiction of the Courts of the Republic of Cyprus in Nicosia.