# ICANN REGISTRAR ACCREDITATION APPLICATION FORM

This completed application along with all supporting documents required should be sent by mail or courier directly to ICANN at the following address:

*Internet Corporation for Assigned Names and Numbers*

*Registrar Accreditation*

*12025 Waterfront Drive, Suite 300*

*Los Angeles, CA 90094-2536*

*USA*

*Phone: +1 310 301 5800*

**Note:** For any legal name, street, electronic or mailing address which is not in Latin characters, please specify and also provide a transliteration in Latin characters

For more detailed instructions on the application instructions, please see: <http://www.icann.org/en/registrars/instructions.htm>

# GENERAL INFORMATION

1. Full legal name of the Applicant, being the established entity that will be entering into a Registrar Accreditation Agreement (RAA) with ICANN, subject to ICANN's approval of this application.

Click here to enter text.

1. Legal form of the Applicant (e.g., LLC, Corporation, Government Body, IO).

Click here to enter text.

1. The jurisdiction in which the Applicant's business is registered for legal and financial purposes.

Click here to enter text.

1. The Applicant's business registration number and the name of the authority that has issued this number.

Click here to enter text.

1. Every business name and/or trade name used by the applicant or that the applicant intends to use in connection with its registrar business at the time of approval.

Click here to enter text.

1. Attach documentation demonstrating that the Applicant entity is legally established and in good standing. For proof of establishment, provide articles of association or other equivalent document (e.g., statutes, membership agreement) of the entity. If the Applicant is a government body or organization, provide a certified copy of the relevant statute or governmental decision under which the government body or organization has been established. Where no such certificates or documents are available in the Applicant's jurisdiction, an affidavit drafted and signed by a notary public or a legal practitioner duly qualified in the courts of the Applicant's jurisdiction, declaring that the organization is established and in good standing, must be submitted.

[ ] Check this box to certify that you have attached required documentation

1. Correspondence address for the Applicant. This address will be used for contractual purposes, and the Applicant must be able to accept notices and service of legal process at this address. No Post Office boxes are allowed.

Click here to enter text.

1. Primary phone number where the Applicant can be reached for contractual purposes.

Click here to enter text.

1. Primary Fax number where the Applicant can be reached for contractual purposes.

Click here to enter text.

1. Primary Email address where the Applicant can be reached for contractual purposes.

Click here to enter text.

1. If the location or address of Applicant's principal place of business is different from the address provided in Question #7 please provide details including address, phone number, fax number and email address (ICANN must be able to conduct site visits for audit purposes at the given address or, if no distinct address is given, at the address provided in Question #7).

Click here to enter text.

1. Any other addresses where the Applicant's proposed Registrar will be operated or managed, if different from either its principal business or correspondence address provided above. (Please explain.)

Click here to enter text.

1. Primary contact information (this contact will be listed as contact party for the applicant on the Registrar Accreditation Agreement, should this application be approved).

 Name Click here to enter text.

 Title Click here to enter text.

 Address Click here to enter text.

 Phone number Click here to enter text.

 Fax number Click here to enter text.

 Email address Click here to enter text.

1. Application contact information (if different) (this person will be ICANN's main point of contact for all matters concerning this application).

 Name Click here to enter text.

 Title Click here to enter text.

 Address Click here to enter text.

 Phone number Click here to enter text.

 Fax number Click here to enter text.

 Email address Click here to enter text.

1. Enter the full name, contact information, and position of any persons or entities owning at least 5% of the applicant's current or proposed business entity. For each person listed, please specify whether they own over 15% of the applicant's current or proposed business entity. If applicable, please list the ultimate parent entity (entities) of the Applicant.

Click here to enter text.

1. Enter the full name, contact information, and position of all directors of the Applicant. (ICANN may conduct background investigations on any or all individuals listed in questions 16-18).

Click here to enter text.

1. Enter the full name, contact information, and position of all officers of the Applicant.

Click here to enter text.

1. Enter the full name, contact information, and position of all relevant managers of the Applicant.

Click here to enter text.

1. For every person or entity mentioned in the answers to questions 15 to 18, indicate if that person or entity:
	1. within the past ten years, has been convicted of a felony or of a misdemeanor related to financial activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is similar or related to any of these;

Answer “yes” or “no”. If the answer is “yes” then list individual(s) or entity involved.

* 1. within the past ten years, has been disciplined by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others;

Answer “yes” or “no”. If the answer is “yes” then list individual(s) or entity involved.

* 1. is currently involved in any judicial or regulatory proceeding that could result in a conviction, judgment, determination, or discipline of the type specified in questions #19(a) or 19(b); or

Answer “yes” or “no”. If the answer is “yes” then list individual(s) or entity involved.

* 1. is the subject of a disqualification imposed by ICANN and in effect at the time of this application.

Answer “yes” or “no”. If the answer is “yes” then list individual(s) or entity involved.

If any of the above events in (a)-(d) have occurred, please provide details.

Click here to enter text.

1. Does the Applicant or do any of the people or entities mentioned in this application have a common controlling interest in one or more ICANN- accredited registrars, registry operators or back-end registry operators?

Answer “yes” or “no”.

If yes, please list the concerned entities or persons, the registrar(s), registry operator(s) or back-end registry operator(s) in which they have a common controlling interest and describe the connections between them.

Click here to enter text.

1. Has the Applicant and/or any of the persons or entities mentioned in the answers to questions 15 to 18 submitted to ICANN within the past year an accreditation application or material accompanying an accreditation application that ICANN has found to contain a material misrepresentation, material inaccuracy, or materially misleading statement? If yes, then please explain the circumstances.

Click here to enter text.

1. Please list all URL and/or domain names the Applicant uses or intends to use for conducting its services at the time of approval.

Click here to enter text.

1. Please indicate where the information required by Sections 3.16, 3.17 and 3.18 of the RAA and the Registrar Information Specification are listed or will be listed online prior to completion of the accreditation process.

Click here to enter text.

# BUSINESS OVERVIEW / BUSINESS PLAN

1. Give an overview of the Applicant's current business or business plan.

Click here to enter text.

 

Click here to insert relevant image(s) or diagram(s).

1. What volume of domain name registrations does the Applicant reasonably project to be able to handle per month? If the Applicant is already providing domain name registration services, how many domain names is it currently managing (including the proportion of gTLD domain names) and how many registrations does it currently handle per month? If the Applicant is a reseller, please explain how the Applicant will handle its customers’ existing registrations if the Applicant obtains registrar accreditation. If applicable, please also specify which ccTLD registries have accredited the Applicant.

Click here to enter text.

1. How many employees (full time and part time, stated separately) will the Applicant have dedicated to the registrar business? Please indicate the number of employees (full-time equivalents) in each area (e.g., customer service, programming, etc.).

Click here to enter text.

1. Please explain how the Applicant will handle customer service and claims of domain name abuse, including planned hours of service and type of support (e.g., phone, email, web chat, etc.). Please indicate in detail how the Applicant will comply with Section 3.18 of the RAA.

Click here to enter text.

# OPERATIONAL AND TECHNICAL CAPABILITIES

1. Please provide a technical overview of the Applicant's proposed registrar, including details concerning the type of registrar that will be operated and the interfaces that will be provided for registration transactions.

Click here to enter text.



Click here to insert relevant image(s) or diagram(s).

1. Please provide details of the system and network architecture that supports or will support the Applicant's operations. Answers should include information such as: architecture and network diagrams, details of hardware and software platforms, network bandwidth provision, IPv6 connectivity, firewalls, the intended physical location of systems, operations centers, and other infrastructure, a description of backup power systems (with multi-day powered source), and security and physical safeguards against intrusion, including a description of remote alternate sites for this.

Click here to enter text.



Click here to insert relevant image(s) or diagram(s).

1. Please explain in detail how the Applicant will comply with the Additional Registrar Operation Specification, related to DNSSEC, IPv6, and IDNs.

Click here to enter text.

1. What method(s) does the Applicant use or propose to use to accept and process orders for new registrations?

Click here to enter text.

1. Please explain how the Applicant plans to comply with ICANN's Inter- Registrar Transfer Policy – specifically, please describe the procedures the Applicant will implement to accept and process orders for transfer requests both as a gaining registrar and as a losing registrar.

Click here to enter text.

1. Please explain how the Applicant plans to implement and comply with the obligations for the Applicant's registration agreement for Registered Name Holders as detailed in Section 3.7.7 of the RAA. If available, please provide a copy of the Applicant's registration agreement.

Click here to enter text.

1. Please describe the compliance procedures the Applicant will follow if it becomes aware of any conduct by a Registered Name Holder that violates any provision required by Sections 3.7.7.1 through 3.7.7.12 of the RAA or any applicable consensus policies.

Click here to enter text.

1. Please describe the steps the Applicant takes or will take to verify reasonable assurance of payment of the registration fee before activating domain registrations. In the response, please describe the form(s) of payment that will be accepted. Please refer to Section 3.7.4 of the Registrar Accreditation Agreement in preparing the response.

Click here to enter text.

1. What method(s) does the Applicant use or propose to use to allow its customers to manage, update, renew or delete their domain names?

Click here to enter text.

1. On average, how long will it take the Applicant to complete customer requests for changes to the contact and billing information?

Click here to enter text.

1. How will the Applicant allow Registered Name Holders to unlock their domain names and how will the Applicant give them access to the AuthInfo codes of their domain names, should they wish to transfer their domain names to another registrar (including the registrants that have registered domain names via resellers of the Applicant, if any)?

Click here to enter text.

1. (i) What method(s) does the Applicant use or propose to use to notify Registered Name Holders that their domain names will expire or have expired? (ii) How will a Registered Name Holder that has neglected to renew a domain name prior to expiration be given an additional opportunity to renew or restore it post-expiration?

(iii) If the Applicant already provides domain name registration services, please indicate where on its website(s) the Applicant's Deletion and Auto-Renewal Policy as well as the fee charged for the recovery of a domain name during the Redemption Grace Period are displayed.

Click here to enter text.

1. How will the Applicant implement any UDRP and URS decisions concerning any domain name registered via its accreditation (describe all the steps to be taken by the Applicant from the start of a new Proceeding through the implementation of a decision)?

Click here to enter text.

1. In the event that a domain name registered via the Applicant that is the subject of a UDRP dispute expires during the course of the dispute, how will the Applicant give the complainant the option to renew the disputed domain name?

Click here to enter text.

1. If the Applicant intends to offer services through a reseller, please explain how your agreement with the reseller will comply with Section 3.12 of the RAA. If the Applicant has already entered into agreements with a reseller of registrar services, please describe the nature of the reseller's arrangement with the Applicant or, provide a copy of the Applicant's agreement with the reseller.

Click here to enter text.

1. Please explain the procedures the Applicant will apply to be compliant with Section 3.12.6 of the RAA if the Applicant becomes aware of any breach of any of the provisions of Section 3.12 of the RAA caused by any of its resellers.

Click here to enter text.

1. Security Policy: provide an outline of the security policy and procedures for the proposed registrar, including: (1) system and network access control, ensuring systems are maintained in a secure fashion, including details of how they are monitored, logged and backed up; (2) provisioning and other measures that mitigate risks posed by denial of service attacks; (3) computer and network incident response policies, plans, and processes; (4) plans to minimize the risk of unauthorized access to its systems or tampering with registration and customer data, and how the registrar proposes to mitigate denial of service attacks; (5) intrusion detection mechanisms, and (6) a threat analysis for the proposed registrar and the defenses that will be deployed against those threats.

Click here to enter text.



Click here to insert relevant image(s) or diagram(s).

1. With regard to domain names registered in "thin" registries, how will the Applicant ensure that the Whois data of the domain names under the Applicant's management will be available to the public and be updated at least daily, pursuant to Section 3.3.1 of the Registrar Accreditation Agreement and the Registration Data Directory Service Specification? How will the Applicant ensure that its proposed Whois service will be available both via IPV4 and IPV6?

Click here to enter text.

1. Please fully describe the Applicant's procedures for complying with Section 3.7.8 of the RAA upon receiving notification by any person of an inaccuracy in the contact information associated with any registered domain name the Applicant will manage as a registrar; as well as how the Applicant will comply with the Whois Data Reminder Policy.

Click here to enter text.

1. Which steps will the Applicant take in order to escrow its registration data pursuant to Section 3.6 of the RAA? Which Data Escrow Service Provider does the registrar intend to utilize?

Click here to enter text.

1. Does or will the Applicant offer Whois privacy or proxy registration services? If so, please explain in detail how the Applicant will comply with the Specification on Privacy and Proxy Registrations.

Click here to enter text.

1. Backup: provide details of frequency and procedures for backup of data, hardware, and systems used for backup, data format, escrow, or other data backup features, and procedures for retrieval of data/rebuild of database.

Click here to enter text.

1. Which method(s) does the Applicant use or propose to use for retention of records relating to its registrar business, including a description of all records to be retained, the location at which they will be retained, the form in which they will be retained and the length of their retention? (Please refer to Section 3.4 of the Registrar Accreditation Agreement as well as to the Data Retention Specification in preparing this response). If the Applicant provides or intends to provide its domain name registration services via third parties such as resellers, please also indicate how the Applicant collects or will collect the required data from the concerned third parties.

Click here to enter text.

1. How does the Applicant propose to provide domain name holders with continued use of their domain names while ensuring that the operation of the Internet will not be adversely affected in the event the Applicant goes out of business or otherwise ceases to operate as an ICANN-accredited Registrar.

Click here to enter text.

1. Registrar Transition: provide a plan that could be followed in the event that it becomes necessary to transition the Applicant's domain portfolio to another Registrar, including a transition process, should the Applicant go out of business or, for any other reason, cease to be an ICANN-accredited Registrar. If the Applicant's plan includes specifying a particular Registrar in case such a transition becomes necessary, please provide that Registrar's business name.

Click here to enter text.

1. Failover Testing: provide a description of the Applicant's failover testing plan. Examples may include a description of plans to test failover of data centers or operations to alternate sites, from a hot to a cold facility, or continuity testing with other registrars, registries or ICANN.

Click here to enter text.

1. Monitoring and Fault Escalation Processes: provide a description of the proposed (or actual) arrangements for monitoring critical registrar systems (including SRS, database systems, DNS servers, publicly available registration data (Whois) policy network connectivity, routers and firewall). This description should explain how these systems are monitored and the mechanisms that will be used for fault escalation and reporting, and should provide details of the proposed support arrangements for these registry systems.

Click here to enter text.

# FINANCIAL OBLIGATIONS

1. Please provide an externally verified document demonstrating the Applicant's ability to procure liquid working capital immediately available in the Applicant's name in an amount of at least US$70,000 or equivalent in the Applicant's local currency. If the Applicant already owns a registrar business or wishes to convert a reseller business into a registrar business, an independently verified financial statement (for example, an external accountant's audit report) showing the working capital devoted to the business should be enclosed.

In cases where an applicant cannot demonstrate that it has access to at least $70,000 in liquid working capital, the applicant must demonstrate that it has sufficient resources available to meet its business needs in addition to adequate cash reserves, and that its business model does not require US$70,000 in liquid working capital for day-to-day operations.

Factors that may demonstrate this include:

1. verifiable and reliable cash flow that is sufficient to maintain ongoing operations; or
2. the registrar is an Affiliate (as defined in RAA) of an existing, sufficiently capitalized registrar;
3. the registrar’s projected registration volume warrants lesser capitalization;
4. the registrar’s operating costs are projected to be demonstrably less than industry norms, or identifiable circumstances will result in more predictable and stable operating costs;
5. reduced projected registrar start-up costs due to current operation of a registrar or reseller business;
6. other factors in furtherance of ICANN’s underserved regions initiative, such as targeting domain name registration services to an underserved market region where costs might be lower.

[ ] Check this box to certify that you have attached required documentation (the requirement that the document be externally verified is strictly enforced).

# OTHER

1. Can the Applicant meet all of a registrar's obligations under the Registrar Accreditation Agreement? If there are any provisions of the Registrar Accreditation Agreement the Applicant may not be able to fulfill, please explain the circumstances that prevent the Applicant from doing so.

Click here to enter text.

1. If the Applicant is seeking the transfer of an existing registrar's accreditation, please describe the circumstances under which the transfer of accreditation is applied for.

Click here to enter text.

NOTE: By submitting this application, you are granting ICANN permission to use your company's name and/or logo in its public announcements (including informational web pages) relating to registrar accreditation.

# TERMS AND CONDITIONS

By submitting this registrar accreditation application to ICANN, the Applicant understands and agrees that the following terms and conditions (***Application Terms***) apply to its application.

## Disclosure.

The Applicant declares that all information and any documents submitted with its application are true, accurate and complete to the best of Applicant's knowledge.

Any material misstatement, omission or misrepresentation in an application may cause ICANN to reject the application without refund of any application fees.

The Applicant must notify ICANN in writing of any change in circumstances that would make any information provided in its application false, incomplete or misleading.

## Legal Authority.

The Applicant represents and warrants to ICANN that the Applicant has the legal authority to:

* 1. submit this application;
	2. make all disclosures, grant the permissions and meet the obligations stated in these terms and conditions; and
	3. enter into the Registrar Accreditation Agreement with ICANN if its application is approved.

## Individuals & Sole Proprietorships Ineligible.

Individuals and Sole Proprietorships are not eligible for ICANN accreditation.

## Application Process.

The registrar accreditation application must be submitted in the format required by ICANN set out in the Instructions for Completing the ICANN Accreditation Application (<http://www.icann.org/en/registrars/instructions.htm>). Applicant acknowledges that ICANN reserves the right, at any time and for any reason, to decline or not to proceed with an application. Applicant further acknowledges that ICANN may reject any application that ICANN is prohibited from considering by law or policy.

Applicant acknowledges that ICANN must comply with all U.S. laws, rules, and regulations. One such set of regulations is the economic and trade sanctions program administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. These sanctions have been imposed on certain countries, as well as individuals and entities that appear on OFAC's List of Specially Designated Nationals and Blocked Persons (the "SDN List"). ICANN is prohibited from providing most goods or services to residents of sanctioned countries or their governmental entities or to SDNs without an applicable U.S. government authorization or exemption. ICANN generally will not seek a license to provide goods or services to an individual or entity on the SDN List. In the past, when ICANN has been requested to provide services to individuals or entities that are not SDNs, but are residents of sanctioned countries, ICANN has sought and been granted licenses as required. However, Applicant acknowledges that ICANN is under no obligations to seek such licenses and, in any given case, OFAC could decide not to issue a requested license.

The Applicant agrees to fully cooperate with ICANN during the time period when the application is being reviewed by ICANN and to provide ICANN with access to personnel, documents and records that are relevant to the accreditation process within seventy two (72) hours of ICANN's request for such access.

ICANN does not guarantee or make any assurance that an application will be approved or will result in the official ICANN accreditation of the Applicant as a registrar.

## Application Fees.

The Applicant agrees to pay the non-refundable application fee concurrently with submission of this application to ICANN.

## Withdrawal of an Application.

The Applicant may withdraw its application by written notice to ICANN. No additional application fee will be required to be paid if a new application is submitted within one year from the date of ICANN's receipt of the Applicant's first withdrawn application. Should a fee increase be adopted by ICANN between ICANN's receipt of the Applicant's first withdrawn application and its receipt of a new application, the Applicant will be required to pay the fee increase.

## Application Approval and Accreditation.

If ICANN agrees to approve the proposed accreditation application, the Applicant will enter into the Registrar Accreditation Agreement with ICANN in the form published on the ICANN website <https://www.icann.org/en/registrars/ra-agreement-21may09-en.htm> and in force at the time of approval. Official ICANN Registrar accreditation is attained only after entering in the Registrar Accreditation Agreement with ICANN and paying the full accreditation fee for the first year of accreditation. Applicant acknowledges that the registry operators of the top-level domain name registries that Applicant desires to provide registrations for will require additional technical and financial commitments, and require Applicant to enter into a registry-registrar agreement setting forth further obligations of Applicant, before Applicant will be permitted to begin registering domain names in such registries.

The Applicant may not resell, assign, or transfer any of its rights or obligations in connection with its application and any purported sale, assignment or transfer will be void and of no effect.

## Permissions.

The Applicant authorizes ICANN to:

* 1. use the Applicant's name and logo in ICANN's public announcements and website regarding its application and any related activities;
	2. contact third parties, investigate, request and obtain additional information and documentation, and otherwise verify the information contained in its application; and
	3. subject to the confidentiality provisions of these Terms and Conditions, disclose, share or publish any information or materials submitted to, or obtained by ICANN in connection with Applicant's application, including personal, technical or financial information.

## Indemnity and Limitation of Liability.

The Applicant shall indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the "ICANN Affiliated Parties") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to:

* 1. ICANN's or an ICANN Affiliated Party's consideration of the application, and any approval or rejection of the application; and/or
	2. ICANN's or an ICANN Affiliated Party's reliance on information provided by the Applicant in the application.

The Applicant hereby releases ICANN and the ICANN Affiliated Parties from any and all claims by the Applicant that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or any ICANN Affiliated Party in connection with ICANN's or an ICANN Affiliated Party's review of Applicant's accreditation application, investigation or verification, any characterization or description of the Applicant or the information in Applicant's accreditation application, or the decision by ICANN to recommend, or not to recommend, the approval of the Applicant's accreditation application. THE APPLICANT AGREES NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL FORA, ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FORA ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION. THE APPLICANT ACKNOWLEDGES AND ACCEPTS THAT THE APPLICANT'S NONENTITLEMENT TO PURSUE ANY RIGHTS, REMEDIES, OR LEGAL CLAIMS AGAINST ICANN OR THE ICANN AFFILIATED PARTIES IN COURT OR ANY OTHER JUDICIAL FORA WITH RESPECT TO THE APPLICATION SHALL MEAN THAT THE APPLICANT WILL FOREGO ANY RECOVERY OF ANY APPLICATION FEES, MONIES INVESTED IN BUSINESS INFRASTRUCTURE OR OTHER STARTUP COSTS AND ANY AND ALL PROFITS THAT THE APPLICANT MAY EXPECT TO REALIZE FROM THE OPERATION OF AN ICANN ACCREDITED REGISTRAR; PROVIDED, THAT THE APPLICANT MAY UTILIZE ANY ACCOUNTABILITY MECHANISM SET FORTH IN ICANN'S BYLAWS FOR PURPOSES OF CHALLENGING ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION. THE APPLICANT ACKNOWLEDGES THAT ANY ICANNAFFILIATED PARTY IS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS SECTION 9 AND MAY ENFORCE EACH PROVISION OF THIS SECTION 9 AGAINST APPLICANT.

## Confidential Information.

The Applicant should refer to Section V of the "[Instructions for](https://www.icann.org/en/registrars/instructions.htm)  [Completing the ICANN Accreditation Application](https://www.icann.org/en/registrars/instructions.htm)" if it intends to submit confidential material with its application.

Except for information that is given confidential treatment, the Applicant understands and agrees that ICANN has no obligation to keep any other part of the application material submitted confidential.

Applicant certifies that it has obtained permission for the posting of any personally identifying information included in its application or materials submitted with its application. Applicant acknowledges that the information that ICANN posts may remain in the public domain in perpetuity, at ICANN's discretion.

## Transfer of Registrar Accreditation.

Where the Applicant is seeking the transfer of an existing registrar's accreditation, on the execution of an approved Registrar Accreditation Agreement with ICANN, the Applicant agrees to assume and be responsible for all obligations and liabilities (including unpaid fees) of the transferring registrar under the existing Registrar Accreditation Agreement between the transferring registrar and ICANN.

Should an application for a transfer of Registrar Accreditation be approved by ICANN, the Applicant agrees that the registrants that have entered into a Registration Agreement with the transferring registrar will be notified of the pending transfer of accreditation and will be given 2 weeks’ notice, during which time they will be permitted to elect to transfer their domain names to another registrar and not to enter into a new Registration Agreement with the Applicant.

## Law and Consulting Firms Retained by ICANN.

To the extent that the Applicant is a client of a law or consulting firm that has a relationship with ICANN, by submitting this application, the Applicant agrees to execute a waiver permitting the concerned law or consulting firm to represent ICANN adverse to the Applicant.

## Non-English Reference Material.

Non-English materials made available by ICANN are for general reference only. The Applicant agrees that the English version of ICANN application materials including these Terms and Conditions is the legal version that binds the parties.

In the event of any inconsistency between translated versions of the application materials and the English language version, the English language version will apply.

## Updates to Application Process and Terms and Conditions.

ICANN reserves the right to make reasonable updates and changes to the application for registrar accreditation and to the terms and conditions governing the application process at any time by posting notice of such updates and changes to the ICANN website, including as the possible result of new policies that might be adopted or advice to ICANN from ICANN advisory committees during the course of the application process. Applicant acknowledges that ICANN may make such updates and changes and agrees that its application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its application prior to such updates or changes and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission to ensure the stable and secure operation of the Internet's unique identifier systems.

 \_ Signature

Click here to enter text.

Name (please print)

Click here to enter text.

Title

Click here to enter text.

Name of Applicant Entity

Click here to enter text.

Date