

This **REGISTRANT AGREEMENT** (the "Agreement") is entered into, by and between the applicant for registration of the .HN domain name ("Registrant") and Red de Desarrollo Sostenible – Honduras "RDS-HN". Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .HN TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.

TERMS AND CONDITIONS:

1. *By applying to register* one or more .HN domain names (the ".HN Domain name(s)") in the .HN TLD (hereinafter referred to as an "Application") or by using one or more .HN Domain name(s), the Registrant acknowledges that they have read and agree to be bound by all terms and conditions of this Agreement as well as the following documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter integrated part of this Agreement be referred to as the "RDS-HN Policies":

The registration rules

The .HN TLD Policies, including:

- The Privacy and WHOIS Policy
- The RDS-HN Acceptable Use Policy ("AUP")
- The RDS-HN Complaint Resolution Service rules and policies
- Other RDS-HN rules or policies that are now, or may in the future, be published by RDS-HN.

The RDS-HN Policies are recursive, they apply to all domains and sub-level domains which end in the suffix .HN and explain the rights and obligations between RDS-HN and the Registrant. Those parts of the RDS-HN Policies, which are not part of the text of this Agreement, are incorporated into this Agreement by this reference. RDS-HN may accept the Application by facilitating registration and resolution of the .HN Domain name(s); such acceptance shall be deemed to have occurred at the RDS-HN's principal place of business in Honduras.

RDS-HN empowers the right to modify this Policy from time to time, same to be published in the website (<http://nic.hn>). Revised RDS-HN Policies become effective fourteen (15) calendar days after posting. Any comments to the same should be sent by email to the administrative contact (contacto@rds.org.hn or contacto@nic.hn) in that term. After this time the Policy will have firm character for all domain name registration, however, RDS-HN shall not be obligated to provide such notice by other way than this.

The Registrant's use of the .HN Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised RDS-HN Policies. In the event that the Registrant does not wish to be bound by the revised RDS-HN Policies, the Registrant's sole remedy is to cancel the registration of the .HN

Domain name(s), following the appropriate RDS-HN Policies regarding such cancellation.

2. *Registration Fee.* The Registrant shall pay to an accredited registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited registrar. Payment of Registration Fees shall be made in accordance with the requirements of the accredited registrars and RDS-HN Policies are effective at the time the Registrant submits the application for registration and/or any such payment. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It shall be the responsibility of the accredited registrar to pay a separate registration fee owed to the RDS-HN by such registrar and RDS-HN will not be bound to accept any Application until such separate registration fee is paid. It shall not be the duty of the RDS-HN to refund any Registration Fee or other fee to the Registrant in the event of non-performance by such registrar.
3. *Term and Renewal Term.* A domain name. HN will remain in effect for the period specified in the application accepted by the registrant, the RDS-HN reserves the right to suspend or terminate this agreement by which any of the reasons set forth herein.
4. *Registrant Information.* The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the .HN TLD registry in connection with registration of the .HN Domain name(s) or otherwise ("Registrant Information") is and will be maintained as true, current, complete, accurate, and reliable for the duration of the Term, in accordance with the RDS-HN Policies; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying RDS-HN immediately of a change to any such information in accordance with the appropriate RDS-HN Policy relating to modifications to the Registrant Information. RDS-HN reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the .HN Domain name if (i) information provided by the Registrant to RDS-HN appears to RDS-HN in its sole discretion to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. The Registrant acknowledges that a breach of this [Section](#) will constitute a material breach of this Agreement, which will entitle RDS-HN to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.
 - (i) The Registrant acknowledges and agrees that all personal information about the Registrant which is supplied to RDS-HN or an accredited registrar may be required to be publicly disclosed to third parties and used to maintain a public "WHOIS" service administered by RDS-HN. Any objection to the publication and/or disclosure of information shall be subject to the privacy policies of the RDS-HN.

(ii) Registrants are obligated to provide the following information to RDS-HN or its accredited registrar:

- Details identifying the Registrant organisation including, in the case of an incorporated Registrant, any company number or equivalent identifier and, in the case of an individual, the individual's first and last name (surname).
- Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself).
- If the registrant is a commercial organization, or non-profit association, or any other company, or any other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity.
- Valid postal address of the Registrant. (This value is optional)
- Working e-mail address of the Registrant.
- Working telephone number for the Registrant, including country code, area code, and, if applicable, any required extension number.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a .HN Domain name within the .HN TLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate or misleading, or conceals or omits pertinent information, RDS-HN may instruct the registry to terminate, suspend or place on hold the .HN Domain name(s) of any Registrant without notification and without refund to the Registrant.

- (iii) The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the .HN Domain name or other .HN domains registered by them.
- (iv) The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through the RDS-HN network to the operators of Internet content filters, and such request shall be a binding obligation.
- (v) The Registrant grants an irrevocable licence to the RDS-HN, its agents and assigns to access, monitor and scan any content published, including where such processes involve an intrusion or cause modification of data, providing such scanning is for the purpose of identifying internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users.

5. *Agents.* Registrant understands, acknowledges and agrees that by using .HN Domain name, the Registrant ratifies the registration policies of the RDS-HN and is bound by this Agreement to be responsible for all information submitted, even if an agent entered into this Agreement on the Registrant's behalf. The RDS-HN reserves the right to terminate this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and RDS-HN that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the RDS-HN Policies incorporated into this Agreement).
6. *Scope of Registration.* On payment of the Registration Fee to the registrar and after payment by the registrar to the RDS-HN of the separate registration fee and after acceptance of the Application. However, the Registrant will not sublicense, use, display, exploit, or register a .HN Domain name in any manner which, in the sole discretion of the RDS-HN or its delegee, may constitute illegal activity or cause or permit any contravention or violation of RDS-HN Policies.

The RDS-HN or an accredited registrar may, in such party's sole discretion, refuse registration of or discontinue provision of services with respect to the Registrant's desired .HN Domain name within sixty (60) calendar days from receipt of payment of the Registration Fee by the accredited registrar. In case of such refusal without cause ("cause" being defined as dishonouring any payment made to an accredited registrar and/or RDS-HN or any violation of the RDS-HN Policies.) Neither RDS-HN nor an accredited registrar shall be liable for any loss, damage, or other injury whatsoever, including economic or consequential loss, resulting from RDS-HN or registrar's refusal to register or to discontinue services in relation to the Registrant's desired .HN Domain name, including in case of negligence.

7. *Registrant Representations and Warranties.* The Registrant represents, warrants, and guarantees that:
 - (i) the Registrant understands that registration gives you the right to use the Domain name for the Term, subject to compliance with this Agreement according to the policies of the RDS-HN;
 - (ii) The registrant will not allow third parties unrelated to this Agreement register subdomains.
 - (iii) The registration of a domain name .HN, or the manner in which it is used directly or indirectly used infringes the legal rights or intellectual property rights of a third party;
 - (iv) the Registrant will use, display, or exploit the .HN Domain name in good faith, and in accordance with the laws of Honduras, international law, and applicable state laws and regulations, and will not use the .HN

Honduras | .HN ccTLD | **REGISTRANT AGREEMENT**

V1 – Effective Date: 7 December 2012

Domain name in any way which may violate a subsisting right of RDS-HN or any third party;

- (v) the information provided by the Registrant is true and accurate, and the Registrant will update said information immediately if it changes;
- (vi) the Registrant is either (a) an identifiable human individual (over the age of 18 years); or (b) a properly described and legally recognized entity (such as a Limited Liability Company, Partnership, Association, Society or Proprietary Limited Company);
- (vii) the Registrant will promptly notify RDS-HN of any actual or threatened proceedings brought in respect of the words used as or incorporated in the .HN Domain name whether by or against the Registrant;
- (viii) the Registrant will not, directly or indirectly, through registration or use of the .HN Domain name or otherwise:
 - (a) register a .HN Domain name for the purpose of unlawfully diverting trade from another business or website;
 - (b) deliberately register as a .HN Domain name misspellings of another entity's personal, company or brand name or confusingly similar Domain name(s) in order to pass-off or trade on the business, goodwill or reputation of another;
 - (c) grant or purport to grant a security interest or other encumbrance on or over the .HN Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the .HN Domain name, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose obligations on the RDS-HN beyond the obligations owed by the RDS-HN to a registrant in the absence of such a security interest or encumbrance;
- (ix) the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the RDS-HN Policies for registering and using the .HN Domain name;
- (x) that the Registrant will maintain the Registrant Information provided pursuant to the requirements of this agreement;
- (xi) To ensure the registration of a domain name .HN RDS-HN applies the principle first come first served, a term that is counted equally with who made the request of the domain name registration .HN. Denying all the subsequent requests.

- (xii) Any domain registration of .HN can be used to access any website with any illegal or prohibited content, including, but not limited to indecent, obscene, or pornographic material (as described more fully in the RDS-HN Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .HN Domain name;
 - (xiii) the Registrant warrants that it has not relied upon any representation or promise which does not appear in this agreement;
 - (xiv) The domain name .HN and of any web page or URL accessed by or utilising the .HN Domain name will comply with the requirements of the RDS-HN Acceptable Use Policy and RDS-HN recommended policies including, without limitation, those policies relating to spam.
8. *Breach.* The failure of a registrant to comply with any provision of this Agreement or any other standard policies which according to the RDS-HN harmful to the public interest or the RDS-HN or violates any applicable law or regulation, and other rules that a future deploy the RDS-HN will be considered a material breach. In the event of such material breach, RDS-HN may immediately suspend the Domain name and/or may provide a written (including email) notice to the Registrant describing the breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to RDS-HN that there is no breach of this Agreement or RDS-HN Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to RDS-HN's satisfaction, RDS-HN may cancel the Registrant's registration of and licence to use the .HN Domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant.

See [Section](#) below for important limitations on the liability of RDS-HN and accredited registrars with regard to good faith acts by such parties under this Section.

RDS-HN may delegate authority to:

- (i) investigate any breach or potential breach of .HN TLD Policies; and
- (ii) take action to cure or sanction any breach or potential breach of .HN TLD Policies;

including the authority to automatically suspend use of the .HN Domain name upon detection by a service provider or notification from an Internet security agency that the .HN Domain name may contain malicious software or violate the AUP.

In such circumstances neither RDS-HN, its employees, delegees, agents, assigns nor the external service provider or Internet security agency triggering the

suspension shall be liable to the Registrant or any other person on account of any service disruption or loss, irrespective of the nature of that loss.

9. *Disputes Involving Registrants.* The Registrant acknowledges that RDS-HN cannot, and does not, screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string as or in a .HN Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the .HN Domain name in any fashion, including allegations that prohibited material (as defined in the RDS-HN Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a .HN Domain name, the Registrant shall act in accordance with and agree to be bound by RDS-HN's Complaint Resolution Policy of WIPO (<http://www.wipo.int/amc/en/domains/ccTLD/hn/index.html>). The Registrant is strongly encouraged to, prior to applying for registration of the .HN Domain name, perform a trade mark search with respect to the acronyms, words and/or phrases comprising the .HN Domain name. The Registrant will be solely liable in the event that the Registrant's use of a .HN Domain name constitutes an infringement or other violation of a third party's rights.
10. *Indemnity.* The Registrant shall defend, indemnify, and hold harmless RDS-HN, the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("RDS-HN Related Parties") from and against any and all claims of third parties or made by or against the Registrant, including, but not limited to all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers or attorneys' fees, which fees shall be determined on a full indemnity basis, (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party) and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of the indemnified party's domain registration or other services, or to the .HN Domain name itself, including the Registrant's use, display, exploitation, or registration of the .HN Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the .HN Domain name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant's indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, or modification of the domain name registration services and any such termination, suspension, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise.
11. **DISCLAIMER AND LIMITATION OF LIABILITY.** The Registrant acknowledges and agrees that, to the maximum extent permitted by law, RDS-HN **AND THE** RDS-HN

RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO ANY CIRCUMSTANCE RELATING TO FAILURE OR REFUSAL TO REGISTER, THE USE, SUSPENSION, TERMINATION OR INABILITY TO USE THE DOMAIN, OR IN ANY OTHER WAY RELATED TO THE DOMAIN, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING IN THE CASE OF NEGLIGENCE BY RDS-HN RELATED PARTIES), OR OTHERWISE. ADDITIONALLY, RDS-HN AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RDS-HN RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING", DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN OR SERVICES RELATED TO THE DOMAIN NAME.

IN THE EVENT THAT RDS-HN OR A RDS-HN RELATED PARTY TAKES ACTION WITH RESPECT TO A .HN DOMAIN NAME PURSUANT TO THIS AGREEMENT OR .HN TLD Policies, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY RDS-HN, A RDS-HN RELATED PARTY, THROUGH THE DISPUTE RESOLUTION POLICY OF RDS-HN (<http://www.wipo.int/amc/en/domains/cctld/hn/index.html>), OR BY A COURT AT THE OPTION OF THE PARTIES.

RDS-HN AND RDS-HN RELATED PARTIES ARE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS OR ROUTING FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORIZED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE .HN TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF RDS-HN OR RDS-HN RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF RDS-HN OR RDS-HN RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR RDS-HN OR RDS-HN RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE SHALL BE, AT THE SOLE DISCRETION OF RDS-HN OR RDS-HN RELATED PARTIES, THE RESUPPLY OF THE SERVICES.

12. *Notices.* Notices to RDS-HN shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

Red de Desarrollo Sostenible - Honduras
Address: Col. Las Colinas Blvd. Francia Bloque RR #2016
City: Tegucigalpa
Country: Honduras

Email: contacto@rds.org.hn / contacto@nic.hn

Phone Number: +504.22354141

Fax Number: +504.22355721

Notices mailed by registered or certified official mail of a country shall be deemed delivered on receipt.

Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., Express Mail or Federal Express) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the RDS-HN or a RDS-HN Related Party, by email or fax to the Registrant Information.

13. *Applicable Law.* For all disputes in which the RDS-HN may be or is a party to the dispute, this Registrant Agreement shall be exclusively governed by the laws of Honduras applicable to contracts made and performed in Honduras, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the Juzgados de Letras de lo Civil of Honduras, or or the Center for Conciliation and Arbitration WIPO (<http://www.wipo.int/amc/en/domains/ccld/hn/index.html>) or the Camara de Comercio e Industria in Tegucigalpa Honduras to election party for any and all claims or disputes directed against the RDS-HN and which arise out of, purport to enforce, construe, or otherwise relate to the .HN Domain name, this Agreement or RDS-HN Policies. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the RDS-HN, disputes not involving the RDS-HN as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between and accredited registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited registrar); provided, however, that no such separate agreement may modify or waive either RDS-HN's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in Honduras and the courts of Honduras for disputes in which the RDS-HN is or may be a party, as described above.

14. *OWNERSHIP OF INFORMATION AND DATA.* Registrant agrees and acknowledges that RDS-HN and/or any RDS-HN's delegate shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s), and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, any information supplied by Registrant or by the Registry Operator that appears or should appear in the WHOIS or similar information

repositories, and any other information generated or obtained in connection with providing domain name registration services.

15. *Severability.* If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of RDS-HN and the Registrant in executing this Agreement.
16. *No Waiver.* The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.
17. *Full Integration.* This Agreement, together with the RDS-HN Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and RDS-HN relating to the .HN Domain name. No prior or contemporaneous written, oral, and electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and RDS-HN relating to the .HN Domain name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .HN TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement nor may such an additional agreement impose any obligation upon RDS-HN without RDS-HN's express written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.
18. *Written Agreement.* This Agreement constitutes a written agreement between Registrant and RDS-HN even though the Registrant's Application may be dispatched electronically, and even though RDS-HN may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.
19. *Assignment.* The parties agree that RDS-HN is able to assign this Agreement to a third party without prior written notice to the Registrant.
20. *Survival of Obligations.* The parties agree that clauses [6](#), [7](#), [8](#), [9](#), [10](#), [11](#), [12](#), [13](#), [14](#), [15](#) and 19 shall survive the expiry or termination of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING from the date that fulfils the provisions of clause 18 above, which gives the acceptance hereof by the RDS-HN and the registrant (eg, the date of registration of the domain name HN).