

Agreement

On Giving the Right to Use the Domain Name(s)

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On the one hand, the subscriber (hereinafter referred to as "the Registrant") and on the other hand, LTD Proservice (identification number 204929168, Legal address: I. Abashidze Str. 42, Tbilisi) represented as .ge domain registrar (hereinafter referred to as "the Registrar") on the basis of this online Agreement, "the Registrant" and "the Registrar" hereinafter referred to as "the Parties" together and as "the Party" separately, acting in compliance with the applicable laws of Georgia enter this Agreement (hereinafter referred to as "the Online Agreement") and agree as follows:

Article 1. Subject-matter of the Agreement

An application completed by the authorized representative of the Registrant requesting the internet domain name [-] .ge on the website (www.proservice.ge) for the registrant, in accordance with this Agreement "GE Domain Registration and Administration Terms and Conditions" (as published on the website www.proservice.ge) and as per Georgian legislation.

Article 2. The Validity Period and Terms for Entry into Force

2.1. This Agreement shall take effect from the date, the Registrant completes the application online and is valid for a period of 1 year upon the domain registration. The domain shall be deemed registered, once the payment is made by the Registrant and from the moment the sum is transferred to the Registrar's billing. Domain reservation (waiting mode) shall not take place until the Registrant pays the cost of the domain and domain is considered as free for the registration. Additionally, if the cost of the domain registration is not paid within a period of 7 calendar days once the Registrant completes an application, the registration shall be cancelled.

2.2. If the registrant makes a payment of the annual cost for the temporary use of domain name, the subject matter of this Agreement, prior to the expiry of this Agreement for the next accounting period, the Agreement shall be extended for a period of 1 (one) calendar year along with its attached written documents (including electronic) automatically under the same conditions. The aforesaid provision shall apply to each subsequent period.

2.3. Once the term for the domain registration is expired, if the cost for update of the domain registration is not paid timely, the Registrant shall have 30 calendar days after the deadline of the registration period to make the update, during which the domain name remains in the use of the Registrant, but is suspended during the period. Once 30 calendar days are over, the right to use domain shall be cancelled and starts free registrations phase.

Article 3. The Cost and Terms of the Payment

3.1. The annual cost set for the use of the internet domain name of the aforesaid .ge and ge. Specified in the first article of this Agreement amounts to 30,00 lari (GEL), while the international domains such as .com, .net, .org, .info and .biz amounts to 40 lari (Gel). The cost of the other domains indicated in the registrar's billing system by the subscriber during the registration shall be defined by the effective legislation of Georgia including the taxes.

3.2. In the event of the extension of this Agreement automatically, the Registrant shall undertake a responsibility to pay the set annual cost for picking a right to use internet domain name as specified in the Article 3.1. of this Agreement before the expiration of the term of validity of this Agreement.

Article 4. Rights and Obligations of the Parties

4.1. The Registrant has right to:

Request the Registrar to fulfill the obligations undertaken by this Agreement.

4.2. The Registrant is obliged to:

a) Familiarize with and follow the administration terms and conditions and GE domain registration and the personal data protection policy document. The documents are published on the webpage (www.proservice.ge) and are integral part of this Agreement.

b) To pay the cost of the services on time annually;

c) Provide the Registrar all necessary information to update the registration data;

d) Not to post impermissible content on the internet webpage registered in the name of internet domain given to him/her in the temporary use, which may be:

-) illegal, threatening, abusive, violating copyrights, propagating racial, religious, sexual, social discrimination and inciting hatred, abusing specific persons and organizations;
-) Violating rights of juveniles and encouraging the infliction of any form of harm against them;
-) Violating or restricting the rights of minorities;
-) That the content is impermissible to upload, send, transmit or otherwise distribute, which is not permitted by the applicable laws of Georgia or any agreement to make it public by the Registrant;
-) uploading, sending, transmitting or distributing the content otherwise, which deals with any patent, trademark, commercial secrets or violates third party copyrights;
-) uploading, sending, transmitting or distributing the content otherwise, which contain spam (including search) of unknown e-mails;
-) uploading, sending, transmitting or distributing the content otherwise, which contain viruses and other computer codes, files and programs, which cause the functional restriction, breakdown or destruction of the software, computers and telecommunication means. The publishing of the serial numbers, codes, logins, passwords or any other information of commercial software products which allows unauthorized access to the remunerative resources of the internet as well as placement of links regarding the abovementioned information;
-) Collecting and storing the information concerning the third parties;
-) Intentionally violating Georgian legislation and international laws;

e) not to disclose the name and the password to the third parties indicated by him/her during the registration on the website (billing.proservice.ge);

f) make this Agreement for one/s own necessity or act under instruction or in favor of the other (third) person(s);

Furthermore, the Registrant agrees and guarantees that:

- (i) The information indicated in the registration application by him/her is full and correct;
- (ii) The contact e-mail address is valid;
- (iii) has obtained all necessary permits and consents from the administrative contact person, technical contact person, billing contact person (if any), including and not limited to use the contact information and data pertaining to domain registration and fulfill the requirements of the administration conditions;
- (iv) The Registrant has lawful right to use domain name;
- (v) The Registrant meets the requirements necessary for the registration of the domain name;
- (vi) The registration and use of the domain name, as far as it is known for the Registrant, does not violate any legally binding act, governing laws or the rights of the third parties;

4.3. The Registrar has the right to request the Registrant to perform the obligations undertaken by this Agreement and GE domain registration and administration terms and conditions.

4.3. to suspend domain registration for the Registrant if he/she fails to fulfill the obligations regarding GE domain registration and administration terms and conditions or if Article 4.2. of this Agreement is breached.

4.4. The Registrar is obliged to:

- a) advise the Registrant on the procedures of the domain registration;
- b) take a decision with regard to domain name registration or extension of the domain name registration in compliance with the GE domain registration and administration terms and conditions;
- c) ensure the update of the registration data and information timely provided by the Registrant.

Article 5. Mutual Obligations and Responsibility of the Parties

5.1. The Registrar shall not be responsible for any use of the registration data of the Registrant (webpage (billing.proservice.ge)) by the third person. The Registrant knows that the application completed in the profile created on the webpage billing.proservice.ge or any other request is a legal document for the parties which arises the relevant obligations pertaining to the request.

5.2. Any notification or request sent by the parties with one another on the basis of this Agreement or with respect of it shall be deemed delivered on the contact details indicated by the registrant of the notification or request in his/her own profile on the webpage, during the time of delivery report if sending a text message via cell phone or by e-mail and on the 5th day after sending via post office.

Article 6. The Grounds for Termination of the Agreement

6.1. The grounds for the termination of this Agreement are as follows:

6.1.1. Agreement between the parties;

6.1.2. Expiration of the set date as determined under Article 2.1 of this Agreement.

6.1.3. the changes to the effective legislation which modifies or revokes any provisions of this Agreement, but shall not invalidate the entire Agreement or its remaining provisions. In such case, the parties shall attempt to replace the irrelevant or invalid provision which is at odds with the effective legislation by the provision which thoroughly reflects the essence of an inappropriate or invalid provision.

6.2.1. Grounds envisaged under GE domain registration and administration terms and conditions.

Article 7. Governing Law and Dispute Resolution

7.1. All the issues which are not considered under this Agreement or its annexes shall be settled by the parties as per the applicable laws of Georgia.

7.2. Any dispute between the parties shall be resolved by mutual agreement. In case of failure to reach the agreement between the parties within the thirty (30) calendar days, the client may appeal to Dispute Resolution Department of LTD Proservice for a single time which is its internal functional body.

7.3. Any dispute arising from this Agreement or any consensus with respect of it, including any matter from the agreement, shall be submitted to the court with the aim of considering and taking a final decision regarding the existence, authenticity and termination of the agreement in accordance with the effective legislation of Georgia.

Article 8. Alternative Dispute Resolution Procedure

8.1 If the domain name is registered, the Registrant shall agree the uniform domain name dispute resolution policy (Uniform Domain Name Dispute Resolution Policy “UDRP”), including UDRP procedures and additional conditions which are integral part of this Agreement. The Valid procedures of UDRP are available on the following web-page: <http://www.wipo.int/amc/en/domains/cctld/ge/index.html>.

8.2 The Registrant agrees the disputes to be considered by WIPO Arbitration and Mediation Center according to UDRP. The dispute settlement shall be made in the English language.

Article 9. Force-Major

9.1. The parties shall be released from the liability for the partial or full non-performance of the obligations undertaken by this Agreement if such non-performance is caused by strikes, war, flood, arson and other natural disasters.

Article 10. Miscellaneous

10.1. The Online Agreement is made in the Georgian and English languages. The Georgian and English copies of the Agreement shall have equal legal force and are binding for both parties.

10.2. The invalidity of any provisions (or its part) of this online Agreement shall not revoke the entire agreement.

10.3. The articles of the Agreement has headings to simplify the use of the text of the Agreement and these headings shall not be used to define, modify or interpret any provisions of this Agreement.

10.4. The Agreement does not include any additional verbal agreement.

10.5. The Agreement shall be considered along with GE domain registration and administration terms and conditions which are published on the webpage www.proservice.ge , which are valid and integral part of this Agreement. In case of any contradiction between the GE domain registration and administration terms and conditions and any provisions of this Agreement, the legal priority shall be given to the existing GE domain registration and administration terms and conditions.

10.6. The Agreement shall be attached the documents which are related to and are integral part of it (electronic application on the domain name registration on the webpage billing.proservice.ge). In order to confirm the above-mentioned, the Registrar published the Agreement on the webpage www.proservice.ge and the Registrant entered this Agreement by agreeing the terms of this Agreement on the webpage billing.proservice.ge through his/her authorized representative.

Registrar:

LTD Proservice

Identification code: 204929168

Address: # 42 I.Abashidze Str., Tbilisi

Phone: 2430044

Bank Details: JSC TBC Bank

Bank Code: TBCBGE22

Account number: GE28TB0600000303467561