.taipei Registry-Registrar Agreement

# Parties

This Registry-Registrar Agreement (the "Agreement"), dated as of\_\_\_\_\_\_\_\_\_\_\_\_, is made and entered into by and between Taipei City Government("Registry"), with its principal place of business located at No.1, City Hall Rd., Xinyi District, Taipei City 11008, Taiwan (R.O.C.),

and

[Registrar name] a [company type], with its principal place of business located at [Registrar address] ("**Registrar**").

Registry and Registrar may be referred to individually as a "**Party**" and collectively as the "**Parties**."

This agreement assumes any signatory is duly authorised under ICANN’s 2013 Registrar Accreditation procedures.

本註冊管理局/代理註冊機構協議（以下稱“協議”），生效日期為 ，簽約雙方分別為臺北市政府，其地址為臺北市信義區市府路1號（“註冊管理局”），

與

 [代理註冊機構名稱] ，該公司為 [公司類型]，其主要營業地址為 [代理註冊機構地址]（“代理註冊機構”）

註冊管理局和代理註冊機構可單獨稱為“一方”，合稱為“雙方”。

本協議成立前提為簽約雙方皆在網際網路名稱與數字地址分配機構（簡稱ICANN）2013年代理註冊機構委任程序下得到正式授權。

# Considerations

WHEREAS, Registry has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and render other registry services for the .Taipei top-level domain;

WHEREAS, it is Registry’s objective that multiple registrars will be able to provide Internet domain name registration services within the .Taipei top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .Taipei top-level domain.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry and Registrar, intending to be legally bound, hereby agree as follows:

**注意事項**

鑒於註冊管理局已經與網際網路名稱與數字地址分配機構（ICANN）簽訂一個註冊管理局協議以管理一個共用註冊系統，即頂級網域名稱伺服器，並為頂級網域名稱“.taipei”提供其他註冊管理局服務；

註冊管理局的目的是能夠讓多個代理註冊機構在頂級網域名稱“.taipei”中提供網域名稱註冊服務；

代理註冊機構希望能夠成為頂級網域名稱“.taipei”的代理註冊機構。

因此，雙方已充分知悉且考量此協議下的承諾、利益、約定及有益且有價值的規範，註冊管理局與代理註冊機構均同意下列條款，並受該法律效果之約束：

# 1. DEFINITIONS定義

* 1. “**Agreement**” means this Registry-Registrar Agreement, including its exhibits, modifications and supplements thereof or thereto;
	2. “**協議**”指註冊管理局/代理註冊機構協議，其中包括本協議的附件、修改及補充；

1.2. "**APIs**" means “application program interfaces” by which Registrar may interact, through the EPP, with the Registry System.

1.2.“**APIs**”指“應用程式介面”，利用該介面，代理註冊機構可以通過擴展供應協議（EPP）與註冊管理局系統互動。

1.3. "**Confidential Information**" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3.“**機密資訊**”指披露方在本協議項下向接收方提供的，明確標記或用其他方式確定屬於機密的所有資訊和材料，其中包括但不限於：電腦軟體、資料、資訊、智慧財產權、資料庫、協議、參考實行及文件、財務資訊、統計資料和功能與介面規範，但如資訊是通過口頭方式提供的，披露方則將在披露資訊後15日內通過書面形式，包括以電子郵件的方式，通知接收方該資訊為機密資訊。

1.4. "**DNS**" means the Internet domain name system.

1.4. “DNS”指網域名稱系統。

1.5. "Effective Date" shall be the date first set forth on the first page of this Agreement.

1.5. “**生效日期**”應是本協議首頁所載的日期。

1.6. "**EPP**" means the Extensible Provisioning Protocol, a version whereof is used by the Registry System in the provision of Registry Services.

1.6. “**EPP**”指“擴展供應協議”，是註冊管理局系統在提供註冊管理局服務時使用的協議。

1.7. "**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

1.7. “**ICANN**“ 指網際網路名稱與數字地址分配機構。

1.8. "**Personal Data**" refers to data about any identified or identifiable natural person.

1.8. “**個人資料**”指任何可確定身份或可確定的自然人的資料。

1.9. "**Registered Name**" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more ( or [j](http://www.johnsmith.tld)ohnsmith.tld) levels, about which Registry or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance.

1.9. “**註冊名稱**”指註冊管理局頂級網域中的網域名稱，由兩級或多級（或johnsmith.tld）組成，由註冊管理局或其提供註冊管理局服務的附屬機構，在註冊管理局資料庫裡維護其資料，安排此類資料維護，或通過此類維護獲取收入。註冊名稱也可能是沒有出現在頂級網域區域檔裡的註冊管理局資料庫裡的名稱（例如：已註冊但未啟動的名稱）。

1.10. "**Registered Name Holder**" means the holder of a Registered Name.

1.10.“註冊域名持有者”指註冊名稱的持有人。

1.11. The "**Registrar Tool Kit**" comprises the EPP, APIs and Software.

1.11. “代理註冊機構工具包”包括擴展供應協定（EPP）、應用程式介面（APIs）和軟體。

1.12. "**Registry Agreement**" means the Registry Agreement between Registry and ICANN dated as of\_\_\_\_\_\_\_\_\_\_\_\_, for the operation of .Taipei , as amended from time to time.

1.12. “**註冊管理局協議**”指註冊管理局與ICANN簽署，並不時修訂的有關於管理“.taipei”的註冊管理局協議。

1.13. "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those domain names.

1.13．“**註冊管理局資料庫**”指在註冊管理局頂級網域內由一個或多個DNS網域名稱資料組成的資料庫，用於生成官方發佈的DNS資源記錄，或者用於回應部分或全部網域名稱的可用性查詢或WHOIS查詢。

1.14. "**Registry Services**" are: (a) those services that are both (i) operations of the .Taipei Registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the Registry TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the Registry TLD as required by this Agreement; and (ii) provided by the Registry for the Registry TLD as of the Effective Date; (b) other products or services that the Registry is required to provide because of the establishment of a Consensus Policy or Temporary Policy (as defined in the Registry Agreement); (c) any other products or services that only a TLD registry operator is capable of providing, by reason of its designation as the Registry; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.14. “**註冊管理局服務**”指：（一）滿足以下兩點的服務：（1）營運“.Taipei”註冊管理局，以完成以下任務：從代理註冊機構接收有關域名註冊和網域名稱伺服器的資料；向代理註冊機構提供有關註冊管理局頂級網域區域伺服器的狀態資訊；傳播頂級網域區域檔；操作註冊管理局區域伺服器；傳播聯繫資訊以及其他有關註冊管理局頂級網域中網域名稱伺服器註冊的資訊，以滿足本協議的要求；（2）由註冊營運商自生效日期起為註冊管理局頂級網域提供的服務。（二）由於一致政策或臨時政策（由註冊管理局協議確定）的規定，註冊營運商必須提供的其他產品或服務；（三）只有註冊營運商才有能力提供的任何其他產品或服務，因為只有指定的註冊營運商才能提供此類產品和服務；（四）以上（一）、（二）或（三）項範圍中註冊管理局服務的實質上之變化。

1.15."**Registry TLD**" means the .Taipei

1.15. “**註冊管理局頂級網域**”指“.taipei”。

1.16. The "**Registry System**" means the system operated by Registry in providing Registry Services for the Registry TLD, including but not limited to the API’s and the Software.

 1.16. "**註冊管理局系統**”指由註冊管理局管理的系統，為註冊管理局頂級網域提供註冊管理局服務，包括但不限於應用程式介面（API’s）和軟體。

1.17. “**Software**” means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.17. “**軟體**”指參考用戶端軟體，旨在讓代理註冊機構開發其系統，以透過註冊管理局系統註冊二級網域名稱。

1.18. "**Term**" means the term of this Agreement, as set forth in Subsection 9.1.

1.18. “**期限**”指本協議的期限，載於第9.1章節。

1.19. A "**TLD**" means a top-level domain of the DNS.

1.19. “**頂級網域**”指DNS的頂級網域。

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

若於本協議中使用其他定義，在其所定義的上下文中應賦予其特定涵義。

# 2. OBLIGATIONS OF Registry註冊管理局的義務

2.1. **Access to Registry System**. Throughout the Term of this Agreement, Registry shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry and ICANN.

2.1．**提供註冊管理局系統使用權。**在本協議的有效期內，註冊管理局須管理註冊管理局系統，並為代理註冊機構提供註冊管理局系統使用權，以向註冊管理局系統傳輸註冊管理局頂級網域的域名網域名稱註冊資訊。本協議中的任何內容都無法賦予代理註冊機構任何權利去執行註冊管理局和ICANN之間的任何協議規定。

2.2. **Maintenance of Registrations Sponsored by Registrar**. Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, Registry shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.2．**須維護代理註冊機構所註冊網域名稱的運作。**根據本協議的規定、ICANN的要求以及ICANN授權下註冊管理局的要求，代理註冊機構根據第4.1章節的要求支付費用期間，註冊管理局須維持代理註冊機構所註冊的網域名稱在註冊管理局系統裡穩定性。

2.3. **Provision of Tool Kit; License**. No later than seven (7) business days after the Effective Date, Registry shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, Registry hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to TLD Registry in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.

2.3．**提供工具包使用許可證。**在本協議生效後的7個工作日內，註冊管理局應向代理註冊機構提供一份代理註冊機構工具包，該工具包應提供足夠的技術規格，以允許代理註冊機構連接註冊管理局系統，並讓代理註冊機構使用註冊管理局開放的各項功能。根據本協議的條款和條件，為達到本協議的目的，在本協議的期限內，註冊管理局特此授予代理註冊機構。代理註冊機構在此被授予一個非獨家、不可轉讓的、全球限量的許可證，註冊管理局擁有或得到授權的所有位於及傳輸到EPP上的元件、APIs、代理註冊機構工具包中包含的任何參考用戶端軟體及任何其他智慧財產權，以及有關更新和重新設計，目的是只能在註冊管理局頂級網域提供網域名稱註冊服務，而非任何其他目的。

2.4. **Changes to the Registry System**. Registry may from time to time replace or make modifications to the Registry System, in whole or in part, or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry will provide Registrar with at least ninety days (90) notice prior to the implementation of any material changes to the Registry System or other materials licensed hereunder.

2.4．**更改註冊管理局系統**。註冊管理局可能會不時更換或修改全部或部分註冊管理局系統或其他本協議下授權之材料，可能導致修改、修訂或增加註冊管理局系統的功能。如註冊管理局要對註冊管理局系統或其他本協議授權下之材料進行任何實質上更改，註冊管理局將提前至少90日通知代理註冊機構。

2.5. **Engineering and Customer Service Support**.

2.5．**技術和客戶服務支援。**

2.5.1. **Engineering Support**. Registry agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.1．**技術支援。**註冊管理局同意為代理註冊機構提供合理的技術上電話支援（每日24小時/每週 7日），以解決代理註冊機構在使用註冊管理局系統時產生的技術問題。

2.5.2. **Customer Service Support**. During the Term of this Agreement, Registry will provide reasonable telephone and email customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. Registry will provide Registrar with a telephone number and email address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 A.M. and 6 P.M. Taiwan standard Time (GMT+8), or at times to be agreed with Registrar partners.

2.5.2.**客戶服務支援。**在本協議期限內，註冊管理局將為代理註冊機構（但不為域名持有者或代理註冊機構的潛在客戶）提供合理的電話和電子郵件客戶服務支援，以解決僅涉及註冊管理局系統及其操作的非技術性問題。註冊管理局在執行協議、APIs和軟體的過程中將為代理註冊機構提供一個電話號碼和電子郵箱，以提供此類支援。一級電話支援的開通時間將為台灣標準時間(GMT+8)每個工作日上午9時至下午6時，或是與代理註冊機構合作夥伴達成共識的時間。

2.6. **Handling of Personal Data**. Registry shall notify Registrar of the purposes for which Personal Data submitted to Registry by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

2.6．**個人資料的處理。**對於代理註冊機構向註冊管理局提交的個人資料，註冊管理局應告知對方其蒐集/利用此類個人資料的目的，此類個人資料的預期接收方（或接收方類別），以及訪問和校正此類個人資料的機制。註冊管理局應採取合理步驟，以防止個人資料丟失、誤用、未經授權披露、更改或破壞。除了告知代理註冊機構的方式外，註冊管理局不應以其他不當方式使用或授權使用個人資料。註冊管理局在不洩露個人資料的前提下，可能會不時地使用蒐集/利用的人口資料進行統計分析，此外對這些個人資料的使用應符合其告知代理註冊機構的個人資料使用目的和程序。

2.7. **Service Level Agreement**. Registry shall issue credits to Registrar as described in Specification 10 to the Registry Agreement, which is hereby incorporated by reference, as amended from time to time.

2.7. **服務水準協議。**根據註冊管理局協議規範第10條，ICANN對於註冊管理局技術服務標準的規定，註冊管理局保證提供代理註冊機構的服務遵循此技術服務標準，此技術服務標準並將不時修訂。

2.8. **ICANN Requirements**. Registry’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.8. **網際網路名稱與數字地址分配機構（ ICANN ）的要求。**註冊管理局在此協議下的義務將隨時可能會因為ICANN授權的要求和一致政策而改變。代理註冊機構應根據ICANN所確定的時間表，遵守ICANN的任何相關要求，如ICANN的相關要求與本協議中的規定相反，應以ICANN的要求為准。

**2.9 New Registry Services**. Registry shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry. Registry shall provide Registrar no less than ninety (90) days written notice of any ICANN mandated Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator.  Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above.

2.9. 對於ICANN依據其與註冊管理局所簽訂的註冊管理局協議中規定程序批准之任何新的註冊服務，註冊管理局應至少提前三十（30）天書面通知代理註冊機構；通知內容應包含新註冊服務的價格、起始日期以及附加條款和條件等資訊。但該通知不能取代第2.4條中規定的通知。

2.10. **Compliance Actions.** Registry acknowledges that all ICANN-accredited registrars must enter into an RAA with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar’s accreditation or suspension of a registrar’s ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry to take specific actions consistent with ICANN’s authority under the terms of the RAA to: (i) suspend or terminate a registrar’s ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN. 2.10. **符合規定之行為。**註冊管理局須確認：所有經ICANN授權的代理註冊機構均必須與ICANN簽訂一份代理註冊機構委任協議（“RAA”），ICANN在緊急時刻或依據代理註冊機構委任協議的條款規定，可以採取一定的符合規定之行為，包括暫停或終止註冊域名、要求註冊域名進行移轉等。ICANN可以要求註冊管理局根據代理註冊機構委任協議的條款規定，採取符合ICANN許可的特定行動，以：(i)暫停或終止代理註冊機構創建新註冊域名的能力，或(ii)將註冊域名轉讓給ICANN指定的另一代理註冊機構。

2.11 **Abuse Contact.** Registry shall publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the TLD.

2.11. 註冊管理局應在其官網上公佈負責處理 “.Taipei”域名相關的惡意行為等舉報問題的主要連絡人資訊，包括有效的電子郵件位址、郵寄位址等。

### 2.12. Dispute Resolution Mechanisms. Registry will comply with the following dispute resolution mechanisms as they may be revised from time to time (i) the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and (ii) the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN and (iii) the [Uniform Dispute Resolution Policy](https://www.icann.org/resources/pages/udrp-2012-02-25-en)(“UDRP”) adopted by ICANN, including the implementation of determinations issued by UDRP Administrative Panel (iv)the Uniform Rapid Suspension system (“URS”) adopted by ICANN, including the implementation of determinations issued by URS examiners. Registry agrees to implement and adhere to any remedies ICANN imposes following a determination by any PDDRP or RRDRP panel and to be bound by any such determination.

2.12. **爭議解決機制。**註冊管理局將遵守以下可能會隨時修改的爭端解決機制，(i)商標授權後爭議解決程序（PDDRP）及(ii) ICANN通過的註冊限制爭議解決程序（RRDRP）和(iii) ICANN採用的統一網域名稱爭議解決政策(簡稱“UDRP”) ，包括採用UDRP專家小組成員做出的決議。(iv)ICANN採用的統一快速暫停政策(簡稱“URS”)，包括採用URS專家小組成員做出的決議。註冊管理局同意實施和採取任何ICANN補救措施的規定，任何由PDDRP或RRDRP專家小組成員作出之裁決均會受到該規定約束。

2.13. **Rights Protection Mechanisms.** Registry shall comply with the Trademark Clearinghouse Rights Protection Mechanism Requirements or any successor requirements related to the same as approved and published by ICANN. 2.13. **權利保護機制。**註冊管理局應遵守全球商標資料中心權利保護機制的要求或ICANN所批准和公佈的相關後續文件。

3. OBLIGATIONS OF REGISTRAR **3.代理註冊機構的義務**

3.1. **Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD under the terms and conditions of the 2013 ICANN Registrar Accreditation, and any subsequent requirements imposed by ICANN.

3.1. **得到委任的代理註冊機構。**在本協議期限內，代理註冊機構應維持其由ICANN委任的註冊管理局頂級網域代理註冊機構所有資格及效力，該委任是ICANN根據其2013年代理註冊機構委任條款和條件以及任何後繼規定而授予的。

3.2. **Registrar Responsibility for Customer Support**. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service and billing and technical support to Registered Name Holders and (iii) Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.

3.2. **代理註冊機構的客戶支援責任。**代理註冊機構應提供（1）接受註冊名稱的註冊、註銷、修改、更新、刪除或轉讓要求；（2）客戶服務、並為註冊域名持有者提供財務和技術支援；（3）代理註冊機構應向註冊域名持有者發佈緊急聯繫資訊，以便註冊域名人在網域名稱被駭入等危急情況下聯繫代理註冊機構。

3.3. **Registrar's Registration Agreement**. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry under this Agreement.

3.3. **代理註冊機構的註冊協議。**代理註冊機構任何時候在註冊管理局系統裡註冊的域名，代理註冊機構都應持有一份與註冊域名持有者之間的電子或紙質的有效註冊協議。代理註冊機構應在其註冊協議中包括本協議要求的條款，以及其他與本協議規定的代理註冊機構對註冊管理局的義務一致的條款。

3.4. **Indemnification Required of Registered Name Holders**. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.4. **對**註冊域名持有者**的賠償要求。**在代理註冊機構與每位註冊域名持有者之間的註冊協議中，代理註冊機構應要求該註冊域名持有者賠償、維護，並確保註冊管理局及其承包商，以及雙方董事、高級主管、員工、分支機構和代理商免受任何和所有由註冊域名持有者的網域名稱註冊產生的或相關的索賠、損失、負債、成本和費用，包括合理的法律費用及開支。

3.5. **Compliance with Terms and Conditions**. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

3.5. **遵守條款與條件。**代理註冊機構應遵守以下各項要求，並應進一步在其與每位註冊域名持有者（如適用）的註冊協議裡包括該註冊域名持有者應有遵守以下要求的義務：

3.5.1. ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.1.根據註冊管理局與ICANN之間的註冊管理局協議或其他約定的要求，註冊管理局執行的ICANN標準、政策、程序和慣例；以及

3.5.2. Operational standards, policies, procedures, and practices for the Registry established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry’s Registry Agreement with ICANN. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days’ notice by Registry to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar’s registration agreement, the terms of this Agreement shall supercede those of the Registrar’s registration agreement.

3.5.2.由註冊管理局以非任意性的方式，不時制定的適用於所有代理註冊機構，包括註冊管理局的分支機搆，並與ICANN的標準、政策、程序、慣例以及與註冊管理局和ICANN之間的註冊管理局協議一致的註冊管理局頂級網域操作標準、政策、程序和慣例。對註冊管理局頂級網域的操作標準、政策、程式和慣例的附加或修訂，在註冊管理局通知代理註冊機構後30日後應生效。如本協議規定的條款與代理註冊機構的註冊協議條款之間存在差異，本協議的條款將取代代理註冊機構的註冊協議條款。

3.5.3 Registrars shall prohibit Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name in their Registration Agreements.

3.5.3 代理註冊機構應於與註冊域名持有者之協議中，禁止註冊域名持有者濫用發布惡意軟體、殭屍網路的控制與指令、網路釣魚、盜版、侵害商標或版權、詐欺或欺騙行為、偽造或違反當地適用之法律，若有上述行為，代理註冊機構得暫時中止網域名稱之使用（或適用其它相關之法律及程序）。

3.6. **Additional Requirements for Registration Agreement**. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.6. **註冊協議的附加要求。**除第3.5章節的規定以外，代理註冊機構與每位註冊域名持有者簽署的註冊協議中，代理註冊機構皆應要求該註冊域名持有者：

3.6.1. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.1.根據與第2.6章節規定的宗旨相一致的方式，同意由註冊管理局及其指定人和代理商使用、複製、分發、發佈、修改及以其他方式處理註冊域名持有者的個人資料；

3.6.2. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension (“URS”), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry; and

3.6.2.服從ICANN的“統一域名爭議解決政策”（“UDRP”），“統一快速暫停政策”（“URS”），或任何其他由ICANN實施的和/或由註冊管理局組織的爭議解決機制程序；以及

3.6.3. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name, including Personal Data associated therewith;

3.6.3.在註冊名稱的註冊期限內，立即改正和更新註冊名稱的註冊資料，包括與之相關的個人資料；

3.6.4. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.4.同意受註冊管理局頂級網域首次發佈的條款及條件約束，包括但不限於日升期和搶灘期，受“日升期爭議解決政策”的約束，且註冊管理局對於與日升期和搶灘期有關的程序和流程造成的任何損失或責任，沒有任何形式的責任，其中包括但不限於：（一）註冊人在此期間能否獲得註冊名稱，（二）日升期註冊的任何爭議的結果；以及

3.6.5. Acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of TLD Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.6.5.承認並同意，註冊管理局認為必要時，能夠在其自行決定下，有權拒絕、取消或轉讓任何註冊或交易，或對任何網域名稱進行註冊管理局鎖定保留或其他類似操作；（1）以保護註冊管理局的完整性和穩定性；（2）以遵守任何適用的法律、政府規則或要求、執法要求或任何爭議解決程序；（3）為註冊管理局及其附屬機構、子公司、高級主管、董事和員工規避任何民事或刑事法律責任；（4）依照註冊協議的條款；或（5）改正註冊管理局或任何代理註冊機構有關網域名稱註冊的錯誤。註冊管理局也有權在解決爭議期間對網域名稱進行鎖定、保留或類似操作。

3.7. **Data Submission Requirements**. 3.7.**資料提交要求**

3.7.1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry’ operation of the Registry TLD.

3.7.1.針對代理註冊機構在註冊管理局頂級網域中所註冊及享有專用權的網域名稱，代理註冊機構須按照其不時收到的註冊管理局系統技術規格的要求提交完整資料。代理註冊機構特此授予註冊管理局對此類資料的非獨家、不可轉讓的、有限的許可證，以傳輸和提供頂級網域區域檔的授權訪問，以及用於註冊管理局操作註冊管理局頂級網域時的其他用途。

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry in a timely manner.

3.7.2.代理註冊機構須及時向註冊管理局提交由註冊域名持有者提供的任何有關註冊名稱註冊資訊的更正或更新。

3.7.3. Registrar represents and warrants that it has, prior to or at the latest upon registration of a domain name in the Registry TLD: (i) provided its customer / Registered Name Holder with the Registry Policies, including the Acceptable Use Policies; (ii) has informed its customer / Registered Name Holder of its continued obligation to act in accordance with applicable laws and regulations and to maintain adequate contact information with Registrar at all times; and (iii) has properly identified its customer / Registered Name Holder in accordance with the processes and procedures imposed by ICANN.

3.7.3.代理註冊機構聲明並保證其在註冊管理局頂級網域中註冊域名之前或最遲在註冊網域名稱時：（1）已經向其客戶/註冊域名持有者提供註冊政策，包括“可接受使用政策”；（2）已經通知客戶/註冊域名持有者應按照適用的法律和法規行事，以及在任何時候都與代理註冊機構保持充足聯繫資訊的義務；及（3）已按照ICANN 規定的流程和程序，確認其客戶/註冊域名持有者。

3.8. **Security** 3.8.**安全**

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry may require other reasonable security provisions to ensure that the Registry System is secure and stable.

 3.8.1.代理註冊機構應在其網域名稱註冊業務中制定並採取所有必要的技術和限制，以確保其與註冊管理局系統的連接是安全的，並確保代理註冊機構系統與註冊管理局系統之間交換的所有資料得以保護，以避免意外的資訊披露。代理註冊機構須採取必要措施，以防止本協議授予其註冊管理局系統使用權被用於（1）允許、啟動、或以其他方式支援用電子郵件、電話或傳真向其現有客戶以外的其他實體，傳播大量未經授權的商業廣告或招攬資訊；或（2）啟動大批的自動化電子流程，向註冊管理局系統、其他與ICANN簽約營運的註冊管理局系統，或任何ICANN委任的代理註冊機構系統發送查詢或資料，除非是用於註冊網域名稱或修改現有註冊的合理需要。此外，註冊管理局可要求採用其他合理的安全規定，以確保註冊管理局系統的安全和穩定。

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Registry and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.2.代理註冊機構每次訪問註冊管理局系統時，應採用“伺服器憑證”（SSL）協議進行認證和加密。或代理註冊機構至少須使用經註冊管理局認可的商業憑證授權頒發的X.509伺服器憑證及代理註冊機構密碼來認證每次客戶與註冊管理局系統的連接。代理註冊機構應只能將其代理註冊機構密碼告知有需要知道此密碼的員工。代理註冊機構同意，在其得知代理註冊機構密碼受到任何方式的破解，或其伺服器憑證已被憑證授權撤銷或受到任何方式的損害後的四個小時內通知註冊管理局。

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.8.3.代理註冊機構不得提供相同的代理註冊機構生成授權<authinfo>代碼在同一代理註冊機構註冊網域名稱之不同註冊人。註冊管理局在其自行決定下，可選擇為某一指定域修改<authinfo>代碼，並應通過EPP兼容機制（即EPP <poll>或EPP <domain:Info>）將修改告知專用代理註冊機構，註冊管理局應向代理註冊機構提供這些機制的文檔。代理註冊機構須及時向註冊域名持有者提供授權代碼，以及修改該授權代碼的能力。代理註冊機構須在五（5）個日曆日內回應註冊域名持有者的任何有關訪問和/或修改授權代碼的詢問。

3.9. **Resolution of Technical Problems**. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Registry in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry.

3.9.**技術問題的解決。**代理註冊機構須聘用有足夠技術培訓和經驗的必要員工、承包商或代理商，以應對和修復有關使用EPP、APIs以及與代理註冊機構系統連接的註冊管理局系統的所有技術問題。如註冊管理局系統出現顯著退化或其他緊急情況，註冊管理局在其自行決定下，可暫時停止或限制代理註冊機構對註冊管理局系統的存取權限。此類暫停應採取非任意性的方式，並應公平地運用於處於類似情況的任何代理註冊機構，包括註冊管理局的附屬機構。

3.10. **Time**. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control. Registry may public the records which the time of the entry of a domain name registration into the Registry Database to stakeholders.

3.10.**時間。**有關網域名稱註冊紀錄入註冊管理局資料庫的時間如存在任何爭議，以註冊管理局記錄中顯示的時間為準。為因應可能產生之爭議，有爭議之相關利益方得要求註冊管理局公開寫入資料庫之時間紀錄。

3.11. **Transfer of Registration Sponsorship**. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations between Registrars as may be amended from time to time by ICANN (the “Transfer Policy”).

3.11.**網域名稱專用權的轉讓。**代理註冊機構同意，根據ICANN可能不時修訂的“代理註冊機構間之註冊專用權轉讓政策”（“轉讓政策”），將註冊名稱的註冊從其他代理註冊機構轉讓到該代理註冊機構，反之亦然。

3.12. **Restrictions on Registered Names**. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

3.12．**註冊名稱的限制。**除了遵守ICANN用以限制可註冊網域名稱的標準、政策、程序和慣例，代理註冊機構同意遵守用以限制可註冊網域名稱的適用法規和規章。

3.13 **Uniform Rapid Suspension Provisions.** The Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed. The Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).

3.13．**統一快速暫停規定。**代理註冊機構在“統一快速暫停政策”（URS）投訴方勝訴的情況下，須接受並處理支付續期之網域名稱的。但代理註冊機構不得為“統一快速暫停”之投訴方的網域名稱續期超過一年（如已得到頂級網域最長有效期間的允許）。

3.14 **Registrar’s Resellers.**  Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry TLD.  Registrar agrees to expressly and contractually bind its resellers to all obligations of Registrar under this Agreement. Without prejudice, Registrar will in any event remain fully responsible for the compliance of all obligations under this Agreement.

3.14 **代理註冊機構的經銷商。**代理註冊機構可以選擇讓其經銷商進行頂級網域，網域名稱的註冊。代理註冊機構在協議中明確表示，其經銷商受本協議下代理註冊機構所有義務的約束。在不損害任何權利與義務的情況下，代理註冊機構應負責確保其經銷商遵守其在本協議下的所有義務。

**3.15** **Registrar shall take reasonable efforts to assist or join the .taipei marketing campaigns held by Taipei City Government.**

3.15代理註冊機構應盡力配合臺北市政府舉辦各項關於.Taipei頂級域名之城市形象行銷活動或協助提供臺北市政府相關諮詢。

**3.16 Subject to Section 3.15, any Registrar obligation in terms of assisting or joining in .taipei marketing campaigns held by Taipei City Government, shall only apply once the approval and consent of both parties have been obtained following appropriate discussion and/or negotiation.**

3.16 依據3.15條規定，註冊商所應配合北市府舉辦.Taipei行銷活動之義務需透過共同討論、協商，並經兩造同意後，註冊商始需配合。

# 4. FEES費用

4.1. **Amount of Registry** **Fees**. Registrar agrees to pay Registry the fees for services provided by Registry to Registrar (collectively, "Fees"). Registry reserves the right to revise the Fees from time to time, provided that Registry shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay Registry the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Section 6.3 (b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

4.1.**註冊管理局費用金額。**代理註冊機構同意為註冊管理局給代理註冊機構提供的服務向註冊管理局支付費用（統稱為“費用”）。註冊管理局有權不時修改費用，前提是註冊管理局須在增加任何有關初始註冊、續期註冊或網域名稱專用權轉讓之費用，至少提前六（6）個月前通知代理註冊機構。此外，根據註冊管理局協議第6.3（b）章節的許可，代理註冊機構同意向註冊管理局支付由ICANN的評估的相關可變費用，並應在收到註冊管理局執行機構的發票後，於發票日期的十（10）日內支付這些費用。

. **Payment of Registry Fees**. In advance of incurring Fees, Registrar shall pay by deposit account, bank transfer or other credit facility accepted by Registry (“Payment Security”), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by Registry to Registrar. Payment shall be made via draw down of the deposit account or other credit facility. Registry shall provide monthly invoice statements to the Registrar.

4.2.**註冊管理局費用的支付。**在承擔任何費用之前，代理註冊機構應以存款帳戶、銀行轉帳或註冊管理局接受的其他信貸設施支付費用（“支付安全”），只要確保付款，這些付款方式將不會被無理由拒絕。所有費用須在收到初始註冊、續期註冊、網域名稱專用權轉讓時，或是在註冊管理局為代理註冊機構提供其他服務時立即支付。付款應通過存款帳戶、信用卡或其他信貸設施支付。註冊管理局應為代理註冊機構提供每月發票結算單。

4.3． **Non-Payment of Fees**. In the event Registrar has insufficient funds deposited or available through the credit facility with Registry, Registry may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship

, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

4.3.**未支付費用。**如代理註冊機構與註冊管理局設立的信貸設施裡的存款或可用資金不足，註冊管理局可採取以下任何或所有行動：（一）停止接受代理註冊機構的初始註冊、續期註冊或網域名稱專用權轉讓；（二）從註冊管理局資料庫裡刪除任何出現負結餘或發票未足額繳納的網域名稱；（三）根據第9.2.1章節的規定，發出書面通知終止本協議；（四）採取本協議中的任何其他補救方法。

# 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY **5．機密性及智慧財產權**

5.1. **Use of Confidential Information**. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.**機密資訊的使用。**在本協議期限內，各方（“披露方”）可能會向另一方（“接收方”）披露其機密資訊。各方對另一方的機密資訊的使用和披露應符合以下條款和條件：

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures. For the avoidance of doubt, the information provided by Registrar to Registry in connection with a Registered Name, including Personal Data associated with such Registered Name, shall not be considered Confidential Information in connection with this Section 5.

5.1.1.接收方應嚴格保密，並盡一切合理努力維護披露方的所有機密資訊的保密性和機密性，包括採取合理實質上的安全措施和操作過程。為免生疑問，代理註冊機構為註冊管理局提供的有關註冊名稱的資訊，包括與該註冊名稱相關的個人資料，都不應被視為與本第5章節有關的機密資訊。

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.2.接收方同意，其使用披露方的任何機密資訊僅僅是為了根據本協議的規定，行使其權利或履行其義務，並無任何其他目的。

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.3.接受方不應將披露方的任何機密資訊披露給他人；但如接收方是一家公司、合夥企業或類似組織，則允許向接收方對於機密資訊有明顯需要之高級主管、員工、承包商和代理商披露，前提是接收方應告知這些人士機密資訊的機密性質以及維持其機密性所需的程序，並應要求他們以書面形式確認他們已閱讀、理解並同意分別受本協議保密條款的約束。

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.4.接受方不得修改或移除披露方的任何機密資訊裡出現的任何機密說明和/或版權聲明。

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.5.接收方同意不在機密資訊的基礎上製作任何衍生產品。

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.6.儘管有上述規定，本5.1章節就下列資訊並無對各方施加任何義務（1）在沒有保密協議的情況下被披露的資訊，且在此披露前，已經得到披露方的書面同意；或（2）已進入公開領域的資訊，但並非接收方的過錯；或（3）在披露資訊前，接收方已經知道的資訊；或（4）是由接收方獨立開發的信息，並未使用該機密資訊；或（5）被披露方公佈的資訊，沒有披露限制；或（6）法律、法規或法院命令要求披露的資訊；條件是如接收方受法律、法規或法院命令要求披露方的任何機密資訊，接收方將在披露這些機密資訊前立即以書面形式通知披露方，以便披露方從適當的權威機構尋求保護令或其他適當的補救措施，相關費用由披露方承擔。接收方同意配合披露方尋求這種指令或其他補救措施。接收方進一步同意，如披露方未能成功阻止相關法律機構有關披露機密資訊的要求，接收方將只提供法定要求的機密資訊。

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.1.7.接收方在本5.1章節下的職責應在本協議期滿或終止後的兩（2）年後失效，或通過協議各方出具書面協議提前結束。

5.2. **Intellectual Property**

5.2.智慧財產權

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.1.除本協議授予的許可證，各方將繼續獨立擁有其智慧財產權，包括所有專利、商標、商號、服務商標、版權、商業秘密、專業技術和所有其他形式的智慧財產權。

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

5.2.2.在不限制前述的通用性的情況下，在本協議項下，披露方並無授予接收方任何專利、專利申請、版權、商標、專業技術、商業秘密或任何其他知識專有權的任何商業使用權或許可證。在本協議項下，任何機密資訊的披露也並無授予接收方任何專利、專利申請、版權、商標、專業技術、商業秘密或任何其他知識專有權的任何商業使用權或許可證。

# 6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. **Indemnification**. Registrar, at its own expense and within thirty days after presentation of a demand by Registry under this Section, will indemnify, defend and hold harmless Registry and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Registry shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Registry will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry for Registry’ actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry’ prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.1.**賠償。**代理註冊機構，在自己承擔費用的情況下，在註冊管理局根據本章節的規定出示其要求後的30日內，將賠償、維護和確保註冊管理局及其承包商、雙方公司董事、管理人員、員工、代表、代理商和分支機構免受任何基於或由於任何索賠或指控索賠引起的針對上述各方的任何索賠、起訴、訴訟或其他程序：（1）有關代理註冊機構的任何產品或服務；（2）有關與任何註冊域名持有者或代理註冊機構之間的任何協議，包括代理註冊機構的爭議政策；或（3）有關代理註冊機構的網域名稱註冊業務，其中包括但不限於，代理註冊機構的廣告、網域名稱申請過程、系統和其他進程、收取的費用、計費方式和客戶服務。註冊管理局應立即通知代理註冊機構任何索賠，在獲得代理註冊機構的書面請求後，註冊管理局將提供代理註冊機構在抗辯此類索賠中所有合理必要的可用資訊和協助，條件是代理註冊機構須償還註冊管理局在提供此類資訊及協助時的相關實際合理支出。代理註冊機構將不會在未獲得註冊管理局的事先書面同意的情況下，達成任何補償索賠的任何和解或妥協，而註冊管理局不應無理由拒絕出具以上書面同意。代理註冊機構將支付任何及所有成本、損失及費用，包括但不限於，有關或由於任何此類補償索賠、起訴、訴訟或程序而造成註冊管理局承擔的合理律師費和其他費用。

6.2. **Representation and Warranty**. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organisation; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (iii) it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after May, 2013; (iv) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.2. **陳述與保證。**代理註冊機構陳述並保證：（i）是依據管轄地法律依法正式成立、具有有效存續的組織；（ii）其擁有必要的法人許可權和權力，可簽署、交付本協議並履行協議項下義務；（iii）它是並且將來也是由ICANN或其繼任機構合法認證的；（iv）本協議之簽署、履行和交付已經代理註冊機構正式授權；（v）代理註冊機構應在簽署協議前獲取所有相關政府部門和主管單位的批准或授權。

6.3. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF Registry AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO TLD REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

6.3.**責任限制。**在任何情況下，協議任何一方均不對本協議造成的或與本協議有關的任何特殊的、間接的、偶然的、懲罰性的、懲戒性的或後果性的損害，或任何由利潤損失或營業中斷而造成的損害負任何責任，即便對方已被告知產生此類損害的可能性，上述條款依然成立。在任何情況下，註冊管理局其代理註冊機構的責任總額最多不得超過以下兩項中更少的一項（1）在過去12個月內，根據本協議的條款支付註冊管理局的總金額，或（2）100,000美元。

6.4. **Disclaimer of Warranties**. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY REGISTRY HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. TLD REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, REGISTRY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

  6.4.**免責聲明。**代理註冊機構工具包及註冊管理局在本協議下所提供的所有其他物件，皆按“現狀”提供，不提供任何形式的擔保。註冊管理局不提供任何明示或暗示的擔保和/或條件，包括但不限於：對適用性或品質滿意度，對某個特定用途的適用性，以及對不侵犯協力廠商權利的默示擔保和條件。註冊管理局不保證代理註冊機構工具包所包含的功能將滿足代理註冊機構的要求，不保證對代理註冊機構工具包的操作將不被中斷或無差錯，也不保證代理註冊機構工具包裡的缺陷將得以糾正。此外，註冊管理局對代理註冊機構工具包或其相關檔的使用或結果在正確性、準確性、可靠性或其它方面不做擔保或任何聲明。如代理註冊機構工具包被證明有缺陷，代理註冊機構須承擔對代理註冊機構自己系統和軟體的所有必要維修、修理或改正的所有費用。

6.5. **Reservation of Rights**. Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

6.5.**保留權利。**註冊管理局在認為必要時，能夠在其自行決定下，有權拒絕、取消或轉讓任何註冊或交易，或對任何網域名稱進行註冊管理局鎖定、保留或其他類似操作；（1）以保護註冊管理局的完整性和穩定性；（2）以遵守任何適用的法律、政府規則或要求、執法要求或任何爭議解決程式；（3）為註冊管理局及其附屬機構、子公司、高級主管、董事和員工規避任何民事或刑事法律責任；（4）由於本協議（包括但不限於本協議的附件）被違反而採取的行動；或（5）以改正註冊管理局或任何代理註冊機構有關網域名稱註冊的錯誤。註冊管理局也有權在解決爭議期間對網域名稱進行保留、鎖定或類似操作。

# 7. INSURANCE **7．保險**

7.1. **Insurance Requirements**. Registrar shall acquire, on or before the Effective Date, at least in accordance with the 2013 Registrar Accreditation Agreement (and any subsequent amendments to that Agreement) in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of “A” or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry’s reasonable request. Such insurance shall entitle TLD Registry to seek compensation under such policy on behalf of Registry and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar’s failure to meet its indemnification obligations under this Agreement.

7.1.**保險要求。**代理註冊機構須在本協議生效日期時或之前，至少​​按照“2013年代理註冊機構委任協議”（及對該協議的任何後續修訂）對綜合責任保險的規定，從一個信譽良好的擁有相當於貝氏(A.M. Best) “A”或“A”以上評級的保險供應商購買保險，並須在本協議整個期限內保持滿足這些要求的保險。在簽署本協議時，代理註冊機構須向註冊管理局管理執行機構提供一份有效的保險單副本，並在之後不時地在註冊管理局執行機構的合理要求下提供保單副本。該保險應賦予註冊管理局在該保單下代表註冊管理局及其承包商，以及雙方董事、管理人員、員工、代表、代理商及附屬機構，為上述各方因代理註冊機構沒能履行其在本協議下的賠償義務而遭受的所有費用和損失（包括合理的律師費）尋求賠償)

。

# 8. DISPUTE RESOLUTION**8．爭議解決**

**8.1. Dispute Resolution.** This Agreement and all non-contractual obligations arising from or connected with it shall be governed by and construed in accordance with, and all disputes between the Parties arising out of or in any way relating to this Agreement or any disputes between the Parties in any way connected with the subject matter of this Agreement (whether contractual or non-contractual) shall be governed by, the laws of Taiwan. Each of the Parties to this Agreement hereby submits to the exclusive jurisdiction of the Taiwan Taipei District Court.

Nothing contained in this Subsection 8.1 shall limit the right of the Registry to bring enforcement proceedings in another jurisdiction on foot of an Taiwan Order or to seek interim, protective or provisional relief in the courts of another jurisdiction.

8.1 **爭議解決。**依據本協議或與其相關但非協議規範之責任義務，與本協議或雙方之間的任何糾紛以任何形式發生的所有爭議應受到約束，所產生爭議之標的（無論是契約性或非契約性的）均須由臺灣法律管轄。協議雙方應對該標的約定由臺灣台北地方法院為專屬管轄法院。惟在8.1節的不得限制註冊管理局在臺灣尋求另一個司法管轄區的執法程序，或在其他司法管轄區的法院尋求過渡、保護或臨時救濟的權利。

# 9. TERM AND TERMINATION **9．期限與終止**

9.1. **Term of the Agreement; Revisions**. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is three (3) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to Registry’ approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry. In the event that Registry does not receive such executed amendment or notice of termination from Registrar within such fifteen (15) day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

9.1.**本協議期限；修訂。**本協議的期限應於生效日期開始，除非按照本協議的規定被提前終止，應於本協議生效日期開始三（3）年後的該月曆月的最後一天終止。除非代理註冊機構在初始期限或任何續期到期之前至少提前三十（30）日向註冊管理局執行機構發出終止通知，本協議將自動續約兩（2）年。如對（註冊管理局通過的）註冊管理局/代理註冊機構協議的修訂得到ICANN的批准和採用，代理註冊機構將可選擇簽署一項修正案，用修正案取代本協議，或是可以選擇在收到該修訂通知後的十五（15）日內，向註冊管理局發出書面通知，立即終止本協議。如註冊管理局在上述十五（15）日內並未收到代理註冊機構簽署的修正案或協議終止通知，代理註冊機構應被視為已終止本協議，即刻生效。

9.2. **Termination**. This Agreement may be terminated as follows:

9.2.**終止協議。**本協議可能會以如下方式終止：

9.2.1. **Termination For Cause**. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

9.2.1.**有原因終止協議。**若本協議的任何一方嚴重違反本協議項下的義務並且未能在另一方發出相關書面通知後的三十個日曆日內在本質上改正違約行為，則非違約方可向對方發出書面通知，根據該通知上指定的時間終止本協議。

9.2.2. **Termination Without Cause by Registrar**. Registrar may terminate this Agreement at any time by giving Registry thirty (30) days’ notice of termination.

9.2.2. **代理註冊機構無原因終止協議。**代理註冊機構可在任何時候通過提前三十日向註冊管理局發送終止通知的方式終止本協議。

9.2.3. **Termination Upon Loss of Registrar's Accreditation**. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal, and this at the time such termination takes effect.

9.2.3. **代理註冊機構失去委任權時的協議終止。**如代理註冊機構的ICANN委任權終止或到期仍不續約，本協議則將在上述委任權終止時終止。

9.2.4. **Termination in the Event of Termination of Registry Agreement**. This Agreement shall terminate in the event that Registry’ Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

9.2.4.**因註冊管理局協議的終止而導致本協議的終止。**如註冊管理局與ICANN之間的**註冊管理局**協議終止或到期卻未與ICANN簽署後繼**註冊管理局**協議，且本協議並未按照第10.1.1章節的條款進行轉讓，則本協議須終止。

9.2.5. **Termination in the Event of Insolvency or Bankruptcy**. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party’s business. Registrar acknowledges and accepts, however, that Registrar shall not be entitled to terminate this Agreement if and when ICANN has assigned this Agreement pursuant to Subsection 10.1.1 hereof, unless provided otherwise by ICANN.

9.2.5.**因無償還能力或破產導致的終止。**協議各方在以下情況下皆可終止本協議：（一）如協議的另一方被判無力償還債務或破產，或（二）協議一方（1）在尋求在破產法下救濟、重組或安排，（2）在尋求債權人利益的轉讓，（3）在尋求當事方財產或資產的接管人、清盤人或受託人委任，或（4）在尋求當事方業務的清算、解散或清盤時，提出訴訟或遭到訴訟。然而，代理註冊機構承認並接受，如果/當ICANN 已經根據本協議第10.1.1章節的規定轉讓本協議時，除非ICANN另有規定，否則代理註冊機構無權終止本協議。

9.3. **Effect of Termination**. Upon the expiration or termination of this Agreement for any reason:

9.3.**協議終止的影響。**本協議到期或因任何原因終止時：

9.3.1. Registry will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry for Fees are current and timely.

9.3.1.註冊管理局將在本協議到期或終止之前完成所有網域名稱的註冊，前提是代理註冊機構及時支付註冊管理局所有費用。

9.3.2. Registrar shall delete all the database and immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.2. 代理註冊機構應根據ICANN設立或批准的任何程序，立即將其註冊名稱的銷毀並將網域名稱專用權轉讓給ICANN委任的其他代理註冊機構。

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.3.接收方佔有的披露方的所有機密資訊應立即返還給披露方。

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, TLD Registry reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

 9.3.4.如根據第9.1、9.2.1、9.2.2、9.2.3或9.2.5章節的規定，本協議終止，註冊管理局則有權立即聯繫任何及所有註冊

人，以幫助註冊域名持有者向ICANN委任的其他代理註冊機構有序、穩定的過渡。

9.3.5. All fees owing to Registry shall become immediately due and payable.

9.3.5.積欠註冊管理局的所有費用應立即到期及須予償還。

9.4. **Survival**. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9.4.**存續條款。**如本協議終止，以下各條款將仍然有效：（1）第2.6、3.6、5.1、5.2、6.1、6.3、6.4、8.1、9.4、10.2、10.3、10.4、10.6、10.7和10.8章節及（2）第3.4章節規定的註冊域名持有者的賠償義務。協議各方不應僅因本協議（根據本協議條款）終止而造成的任何形式的損害而對另一方承擔責任。

# 10. MISCELLANEOUS 10．其他條款

10.1. **Assignments**. 10.1.**轉讓**

10.1.1. **Assignment to Emergency Back-End Operator or Successor Registry Operator**. In the event the Registry’s Registry Agreement is terminated or expires without entry by Registry and ICANN of a subsequent registry agreement, Registry’s rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent Registry assumes the duties of Registry under this Agreement.

10.1.1.**轉讓給“後端系統服務廠商”或“後繼註冊管理局執行機構”。**如註冊管理局的註冊管理局協議終止或到期，且註冊管理局與ICANN並未簽署後繼註冊管理局協議，當ICANN在上述協議終止或到期後六十日之內給代理註冊機構發出書面通知時，註冊管理局在本協議項下的權利可被轉讓給一家與ICANN在註冊管理局頂級網域方面簽署了後繼註冊管理局協議的公司，前提是後繼頂級網域註冊管理局將承擔註冊管理局在本協議項下的職責。

10.1.2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Registry’s Registry Agreement with ICANN for the Registry TLD is assigned, Registry’s rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.2.**與ICANN協議的轉讓導致本協議的轉讓。**如註冊管理局與ICANN有關註冊管理局頂級網域的註冊管理局協議被轉讓，註冊管理局在本協議項下的權利應被自動轉讓給註冊管理局協議的受讓人，前提是該受讓人將承擔註冊管理局在本協議項下的職責。如代理註冊機構與ICANN有關代理註冊機構頂級網域的委任協議被有效轉讓，代理註冊機構在本協議項下的權利應被自動轉讓給委任協議的受讓人，前提是後繼代理註冊機構將承擔本協議項下的職責。

10.1.3. **Other Assignments**. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.1.3.**其他轉讓。**除本協議另有明確規定，本協議各條款是為了保障協議各方的繼承人和允許受讓人的利益而制訂的，並對其有約束力。任何一方都不得在未經對方事先書面同意的情況下，出讓或轉讓自己在本協議項下的權利或義務，而對方不得無理拒絕出具該書面同意。

10.2. **Notices**. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail during business hours) to the address set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

10.2.**通知。**本協議規定或允許的傳遞到協議任何一方的任何通知或其他通訊，應以書面形式進行，在通過以下方式交付時應被視為正確交付（在辦公時間內親手交付、掛號郵寄、快遞或快遞服務交付、通過電子郵件或傳真機發送），在無位址變更書面通知的情況下，發至下列各方名稱下方的位址或傳真號碼：

如發送至代理註冊機構：

If to Registrar:

[Registrar name, postal address]

Attention: [Name]

Email address:

Phone number:

Fax number:

with copy to: [Name]

Phone number:

Email address:

If to Registry:

Taipei City Government, with its principal place of business located at No.1, City Hall Rd., Xinyi District, Taipei City 11008, Taiwan (R.O.C.)

Attention:

Phone number:

Email address:

with a copy to:

Phone:

Email:

[代理註冊機構名稱，郵寄地址]：

姓名：

電子郵件：

電話號碼：

傳真號碼：

副本發至： [名稱]

電話號碼：

電子郵件：

如發送至註冊管理局：

臺北市政府，其地址為臺北市信義區市府路1號。

姓名:

電話號碼:

電子郵件:

副本發至:

電話號碼:

電子郵件:

10.3. **Third-Party Beneficiaries**. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

10.3.**第三方受益人。**協議各方明確同意，ICANN是本協議的預期之第三方受益人。除此以外，本協議不得被解釋為本協議任何一方對任何非協議方創建任何義務，其中包括任何註冊域名持有者。代理註冊機構明確承認，其並非**註冊管理局**協議的預期第三方受益人。如本協議項下的任何規定與本條款相反，則以本條款為准。

10.4. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

10.4.**各方關係。**本協議中的任何內容都不應被解釋為在協議各方之間建立雇主與雇員、代理、合夥或合資關係。

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party’s employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party’s performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of on-performance as soon as possible.

10.5**不可抗力條款。**協議任何一方都不得因任何超出其合理控制的原因（“不可抗力事件”）導致的損失或損害向對方承擔責任，不可抗力包括但不限於：叛亂或內亂、戰爭或軍事行動、國家或當地緊急事件、政府或其他主管當局的行為或疏忽、遵守任何法定義務或執行命令、任何形式的工業糾紛（不論是否涉及協議任何一方的員工）、火災、閃電、爆炸、洪水、沉降，天氣異常惡劣以及協議各方皆無責任的人為行為或疏忽。在發生任何不可抗力事件且該事件對協議任一方履行本協議造成干擾時，此方應被豁免在此類干擾的最初6個月履行本協議的義務（付款義務除外），前提是此方應盡最大努力儘快避免或消除這種導致其無法履約的原因。

10.6. **Amendments**. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.6.**修訂。**任何對本協議或本協議任何條款的修訂、補充或修改，只有在協議雙方書面簽訂的情況下才具有約束力。

10.7. **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.7.**棄權條款。**本協議任何一方未能或未能及時行使本協議項下的任何權力、權利、特權或補救措施，皆不構成對該權力、權利、特權或補救措施的棄權；任何單一或部分行使或放棄任何此類權力、權利、特權或補救措施的行為皆不應排除進一步行使該項或任何其他權力、權利、特權或補救措施。任何一方都不應被視為已放棄任何因本協議而產生的索賠，或本協議項下的任何權力、權利、特權或補救措施，除非對該索賠、權力、權利、特權或補救措施的棄權以明確的書面形式正式簽署，並代表該方正式交付；任何此類棄權，除其所在的特定實例外，將不適用於任何其他情況或對任何其他情況有任何影響。

10.8. **Entire Agreement**. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

10.8.**整個協議。**該協議（包括構成其一部分的附件）構成協議各方之間關於本協議標的物的全部協議，並取代之前有關該標的物的任何口頭或書面的任何協議、陳述、聲明、談判、諒解、建議或承諾。

10.9. **Counterparts**. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

10.9.**副本。**本協議簽訂的所有副本均與原件完全相同，具有同等法律效力。此協議可以簽署多份副本，所有副本一起應構成本協議。協議一方簽名的傳真副本應與其原始簽名具有同等效果和效力。

10.10 The English language version of this Agreement shall be the sole governing language of the entirety of the Agreement. The Chinese language version acts as a non-governing guide to assist comprehension of the English language version, and has no legal purpose or effect.

10.10本協議應以英文版本為準。中文版本僅作為參考，以協助理解英文版本，且中文版本並無任何法律目的或效力。

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

茲證明，本協定由各方於生效日期簽署。

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| Taipei City Government, No.1, City Hall Rd., Xinyi District, Taipei City 11008, Taiwan (R.O.C.) Phone:Name: Title: with a copy to:Name:  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Registrar)    Name:  Title: |