

Purpose:

This document contains Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s draft policy for the **همراه** (.hamrah) top level domain ("TLD"), included are the **همراه** (.hamrah) [Registrant Agreement](#), **همراه** (.hamrah) [Acceptable Use Policy](#) ("AUP"), and the **همراه** (.hamrah) [Privacy and RDDS Policy](#).

Context:

The documents that follow create a contractual and policy framework that protects Registrants, Internet users and the **همراه** (.hamrah) brand by combating abuse of the DNS, mitigating cybercrime, protecting intellectual property, and aligning use of the **همراه** (.hamrah) TLD with Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s target market and ICANN policy. The **همراه** (.hamrah) policies will invariably be updated from time to time in order to comply with Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. (and where required) ICANN policies.

The proposed policy matrix addresses the acceptable use of **همراه** (.hamrah) domains in recognition of the fact that the DNS is often part of the publication chain of Internet content. While Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. cannot remove prohibited, malicious or unlawful content from the Internet, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. will endeavour to ensure that **همراه** (.hamrah) TLD's Registry Services are not part of the publication chain.

The **همراه** (.hamrah) domain licence is subject at all times to a Registrant's compliance with the **همراه** (.hamrah) AUP. The contractual and policy framework allows for registry-level suspensions for Acceptable Use Policy (AUP) violations, URS and UDRP transfers.

[Registrant Agreement](#) – This is a collateral agreement that supersedes Registrar-Registrant agreements and binds the registrant to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s **همراه** (.hamrah) Acceptable Use, Privacy and RDDS policy, ICANN dispute resolution mechanisms and the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Complaint Resolution Service.

[Acceptable Use Policy](#) – The AUP policy is incorporated by reference into the [Registrant Agreement](#) and defines the acceptable use of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and Registry Services Provider's network and all domains that end in **همراه** (.hamrah).

[Privacy & RDDS Policy](#) – This policy is incorporated by reference into the Registrant Agreement and describes the **همراه** (.hamrah) Privacy and RDDS (WHOIS) policy.

This **REGISTRANT AGREEMENT** (the "Agreement") is entered into, by and between the applicant for registration of the همراه (.hamrah) domain name ("Registrant") and "Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.". Additional agreements provided by ICANN accredited registrars, if any, may be entered into between the Registrant and such accredited registrars relating to domain name services in the همراه (.hamrah) TLD, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement or ICANN policy. 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 همراه (.hamrah) domain names (the "همراه (.hamrah) Domain name(s)") in the همراه (.hamrah) TLD (hereinafter referred to as an "Application") or by using one or more همراه (.hamrah) 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 other documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with this Agreement) be referred to as the "Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies":

The همراه (.hamrah) TLD Policies, including:

- The Privacy and RDDS Policy
- The Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. همراه (.hamrah) Acceptable Use Policy ("AUP")
- ICANN Uniform Rapid Suspension System ("URS") and UDRP rules and policies
- The Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. همراه (.hamrah) Complaint Resolution Service ("CRS") rules and policies
- **Other Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or ICANN rules or policies that are now, or may in the future, be published by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti..**

The Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies are recursive, they apply to all domains and sub-level domains which end in the suffix همراه (.hamrah) and explain the rights and obligations between Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and the Registrant. Those parts of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies, which are not part of the text of this Agreement, are incorporated into this Agreement by this reference. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may accept the Application by facilitating registration and resolution of the همراه (.hamrah) Domain name(s); such acceptance shall be deemed to have occurred at Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s principal place of business in [Country].

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may modify the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies from time to time. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall post (publish on or link to) the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies on Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s web site. Revised Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies become effective fourteen (14) calendar days after posting. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may inform

registrants of changes to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies via email and the Registrant agrees that such email shall not be considered spam; however, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall not be obligated to provide such notice via email.

The Registrant's use of the همراه (.hamrah) Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies. In the event that the Registrant does not wish to be bound by the revised Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies, the Registrant's sole remedy is to cancel the registration of the همراه (.hamrah) Domain name(s), following the appropriate Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies regarding such cancellation.

2. *Registration Fee.* The Registrant shall pay to an ICANN 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 registrar's and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Policies effective at the time the Registrant submits the application for registration and/or any payment required to maintain a registration.. 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 the appropriate registration fee owed to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. by such registrar and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. will not be bound to accept any Application until such separate registration fee is paid and a domain is Activated by the Registry Services Provider. It shall not be the duty of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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.* The Registrant's exclusive registration of the همراه (.hamrah) Domain name shall continue for the term specified in an accepted Application (the "Term"), subject to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s right to suspend or terminate this agreement.
4. *Registrant Information.* The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the همراه (.hamrah) TLD registry in connection with registration of the همراه (.hamrah) 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. immediately of a change to any such information in accordance with the appropriate Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policy relating to modifications to the Registrant Information. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the همراه (.hamrah) Domain name if (i) information provided by the Registrant to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. appears to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. to terminate this Agreement immediately

upon such breach without any refund of the Registration Fee and without notice to the Registrant.

For the purpose of the agreement, "true" contact information is defined as information which is identical in every way to that which is provided by the Registrant to the Registrar during or after registration, true contact details shall not be obfuscated or altered by the Registrar prior to lodging with Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or the همراه (.hamrah) Registry Services provider.

- (i) The Registrant acknowledges that all personal information about the Registrant which is supplied to **Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or an accredited registrar may be required to be publicly disclosed to third parties and used to maintain a public "WHOIS" service, provided that such disclosure is consistent with Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies.**
- (ii) Registrants must provide the following information to **Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or its accredited registrar:**
- Details identifying the Registrant organization 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 an organization, association, Limited Liability Company, Proprietary Limited Company, or 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.
 - Working e-mail address of the Registrant.
 - **Working telephone number for the Registrant, including, 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 **همراه (.hamrah) Domain name within the همراه (.hamrah) 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, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may instruct the registry to terminate, suspend or place on hold the همراه (.hamrah) 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 **همراه (.hamrah) Domain name or other همراه (.hamrah) domains registered by them.**

- (iv) **The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s network to the operators of Internet content filters, and such requests shall be a binding obligation.**
 - (v) The Registrant grants an irrevocable licence to the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., its agents and assignees 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.** The Registrant understands, acknowledges and agrees that by using the همراه (.hamrah) Domain name, the Registrant ratifies and is bound by this Agreement (including the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies incorporated into this Agreement) even if an agent (such as an Internet Service Provider, Domain name retailer, or employee) entered into this Agreement on the Registrant's behalf, and even if the Registrant has not itself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may but will not be bound to cancel this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process or thereafter (e.g. if such agent provides incorrect Registrant Information), as such apparent authority will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registrant and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. that the agent is authorized 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. of the separate registration fee and after acceptance of the Application, the Registrant will be entitled to a limited, non-assignable, licence for the exclusive use of the همراه (.hamrah) Domain name, subject to continuing compliance with the terms of this agreement and همراه (.hamrah) TLD Policies, for the Term. However, the Registrant will not sub-license, use, display, exploit, or register a همراه (.hamrah) Domain name in any manner which, in the sole discretion of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or its delegee, may constitute illegal activity or cause or permit any contravention or violation of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies, whether or not in connection with the registered domain name. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. to terminate this Agreement or take such other action as it deems desirable without any refund of the Registration Fee. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 همراه (.hamrah) 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or any violation of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies.) Neither Asia Green IT System

AGREEMENT

V2.0 DRAFT –12 April 2012

Bilgisayar San. ve Tic. Ltd. Sti. nor an accredited registrar shall be liable for any loss, damage, or other injury whatsoever, including economic or consequential loss, resulting from Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or registrar's refusal to register or to discontinue services in relation to the Registrant's desired همراه (.hamrah) 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 entitles the Registrant only to a limited licence for the use of the Domain name for the Term, subject to compliance with this Agreement, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies and other pertinent rules and laws, including those concerning trade marks and other types of intellectual property, as these may now exist or be revised from time to time;**
- (ii) **the Registrant will not sub-licence, purport to sub-licence, delegate sub-domains within or otherwise permit use by persons other than the Registrant portions of, the همراه (.hamrah) Domain name;**
- (iii) **to the best of the Registrant's knowledge and belief, neither the registration of the همراه (.hamrah) Domain name nor the manner in which it is to be 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 همراه (.hamrah) Domain name in good faith, and in accordance with the laws of [Country], international law, and applicable state laws and regulations, and will not use the همراه (.hamrah) Domain name in any way which may violate a subsisting right of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. of any actual or threatened proceedings brought in respect to the words used as or incorporated in the همراه (.hamrah) Domain name whether by or against the Registrant;
- (viii) the Registrant will not, directly or indirectly, through registration or use of the همراه (.hamrah) Domain name or otherwise:
 - (a) register a همراه (.hamrah) Domain name for the purpose of unlawfully diverting trade from another business or website;
 - (b) deliberately register as a همراه (.hamrah) 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 همراه (.hamrah) Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the همراه (.hamrah) Domain name, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose obligations on Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. beyond the

obligations owed by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies for registering and using the همراه (.hamrah) Domain name;**
 - (x) **that the Registrant will maintain the Registrant Information provided pursuant to the requirements of this agreement;**
 - (xi) **the Registrant has not previously submitted an application for registration of a domain name for the same character string with another registrar where:**
 - (a) **the Registrant is relying on the same eligibility criteria for both domain name applications; and**
 - (b) **the character string has previously been rejected by the other registrar;**
 - (xii) **any content, material or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilising or accessed by means of the همراه (.hamrah) Domain name complies with the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Acceptable Use Policy and does not contain any illegal or prohibited content, including, but not limited to indecent, obscene, or pornographic material (as described more fully in the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a همراه (.hamrah) 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 use of the همراه (.hamrah) Domain name and of any web page or URL accessed by or utilising the همراه (.hamrah) Domain name will comply with the requirements of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Acceptable Use Policy and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s recommended policies including, without limitation, those policies relating to spam.**
8. **Breach.** Failure of a Registrant to abide by any provision of this Agreement (including Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies) will be considered a material breach. In the event of such material breach, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. that there is no breach of this Agreement or Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s satisfaction, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may cancel the Registrant's registration of and licence to use the همراه (.hamrah) Domain name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be waived in the event that Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. did not act earlier in response to the breach by Registrant. In the event of a breach which, in the opinion of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or an accredited registrar, causes immediate harm to the public interest or the

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network or which violates any applicable law or regulation, then an accredited registrar and/or Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or its nominee or agent may modify, suspend, or terminate services to the Registrant without written notice, the modification, suspension, or termination of services constituting notice to Registrant that such a breach has occurred. See Section below for important limitations on the liability of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and accredited registrars with regard to good faith acts by such parties under this Section.

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may delegate authority to:

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

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

In such circumstances, neither Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., 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 post – sunrise Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. does not screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string in a همراه (.hamrah) Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the همراه (.hamrah) Domain name in any fashion, including allegations that prohibited material (as defined in the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a همراه (.hamrah) Domain name, the Registrant shall act in accordance with and agree to be bound by ICANN's Uniform Dispute Resolution Policy UDRP, Uniform Rapid Suspension policy or Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Complaint Resolution Policy. The Registrant is strongly encouraged to, prior to applying for registration of the همراه (.hamrah) Domain name, perform a trademark search with respect to the acronyms, words and/or phrases comprising the همراه (.hamrah) Domain name. The Registrant will be solely liable in the event that the Registrant's use of a همراه (.hamrah) Domain name constitutes an infringement or other violation of a third party's rights.
10. *Indemnity.* The Registrant shall defend, indemnify, and hold harmless Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("Asia Green

IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 . همراه (.hamrah) Domain name itself, including the Registrant's use, display, exploitation, or registration of the . همراه (.hamrah) Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the . همراه (.hamrah) 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, **Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. AND THE Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES), OR OTHERWISE. ADDITIONALLY, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR AN Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTY TAKES ACTION WITH RESPECT TO A . همراه (.hamrah) DOMAIN NAME PURSUANT TO THIS AGREEMENT OR . همراه (.hamrah) TLD Policies, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., AN Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTY, BY OR THROUGH THE ICANN UNIFORM RAPID SUSPENSION SYSTEM, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, Asia Green IT System

Bilgisayar San. ve Tic. Ltd. Sti. AND Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE SERVICES OR, AT THE SOLE DISCRETION OF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., A REFUND OF THE REGISTRATION FEE, RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM) OR REDEMPTION FEE, WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT.

IN ADDITION, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. AND Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 همراه (.hamrah) TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE SHALL BE, AT THE SOLE DISCRETION OF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES, THE RESUPPLY OF THE SERVICES OR A REFUND OF THE REGISTRATION FEE, REDEMPTION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. OR Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. RELATED PARTIES BY THE REGISTRANT.

12. *Notices.* Notices to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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:

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.
Address
City

Country
Email
Phone Number
Fax Number

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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or a Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Related Party, by email or fax to the Registrant Information.

13. *Governing Law / Forum Selection.* For all disputes in which the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may be or is a party to the dispute, this Registrant Agreement shall be exclusively governed by the laws of [Country] applicable to contracts made and performed in [Country], without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the courts of [State, Country], for any and all claims or disputes directed against Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and which arise out of, purport to enforce, construe, or otherwise relate to the . همراه (.hamrah) Domain name, this Agreement, or Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies. The exclusive venue for such action shall be the Courts of [State, Country]. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., disputes not involving Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 an 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s or Registrant's consent to exclusive choice of law, jurisdiction, and venue in [Country] and the courts of [Country] for disputes in which Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. is or may be a party, as described above.

14. *OWNERSHIP OF INFORMATION AND DATA.* Registrant agrees and acknowledges that Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. **and/or any of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s delegates 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(s) may include, without limitation, any information supplied by Registrant to a Registrar or the Registry Operator that appears, or should appear, in the WHOIS or similar RDDS 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. relating to the همراه (.hamrah) 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. relating to the همراه (.hamrah) Domain name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the همراه (.hamrah) 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. without Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. even though the Registrant's Application may be dispatched electronically, and even though Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. 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 as of the date of acceptance hereof by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. (i.e., the date a همراه (.hamrah) Domain name is activated).

This **Acceptable Use Policy** ("AUP") sets out the actions prohibited to users of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s or Registry Services Provider's Network. "Users" are defined as anyone who uses or accesses the همراه (.hamrah) domain registry, who has responsibility for one or more resource records in the همراه (.hamrah) zone files generated from the همراه (.hamrah) TLD registry, Registrants of a همراه (.hamrah) Top Level Domain ("TLD") name and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or e-mail routing services managed by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or the همراه (.hamrah) Registry Services Provider.

This policy applies recursively to all همراه (.hamrah) Domain names (which end in the three letter suffix همراه (.hamrah)), including second-level همراه (.hamrah) Domain names (such as <nic.همراه (.hamrah)>) and sub second-level domains (such as <example.nic.همراه (.hamrah)>) which resolve as a result of sub-delegation. However, no reference in this document constitutes a licence to perform sub-delegation or otherwise sub-licence any right obtained under the Registrant Agreement or همراه (.hamrah) TLD Policies.

This AUP is in addition to rules governing qualifications for registration. Use of a همراه (.hamrah) Domain name or the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network in a manner that contravenes this AUP, may result in the suspension or revocation of a registrant's right to use a همراه (.hamrah) Domain name or to continue to be recognized as the registrant of a همراه (.hamrah) Domain name. Suspension or revocation may apply to one or more همراه (.hamrah) Domain names for which User is a registrant in addition to a particular همراه (.hamrah) Domain name which may have given rise to a particular complaint.

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. reserves the right to modify or update this AUP at any time and any such modifications or restatements shall be posted on Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s website at {[Insert Link]} from time to time. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. will use reasonable commercial efforts to inform designated contacts in the event of changes to this AUP. Such efforts may include posting the revised AUP on Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s website and/or sending email notice that this AUP has been modified or updated.

INTRODUCTION

- Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. supports the free flow of information and ideas over the Internet. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. does not exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the همراه (.hamrah) TLD.
- Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may discontinue, suspend, or modify the services provided to any همراه (.hamrah) Domain name (for example, through modification of همراه (.hamrah) zone files), to address alleged violations of this AUP or ICANN policy. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti., its agents or nominees may determine at their sole discretion whether use of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. network or a همراه (.hamrah) Domain name is prima facie violation of this AUP. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or affected parties may utilize ICANN dispute resolution

processes, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. AUP Complaint Resolution Service (CRS) and/or the courts in the jurisdiction and venue specified in the Registrant Agreement to resolve disputes over interpretation and implementation of this AUP, as described more fully in the ICANN Uniform Rapid Suspension System policy and Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s AUP CRS.

- Users of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network are obliged and required to ensure that their use of a همراه (.hamrah) Domain name or the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s and Registry Services Provider's Network is at all times lawful and in accordance with the requirements of this AUP and applicable laws and regulations.
- This AUP should be read in conjunction with the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. [Registrant Agreement](#), [Privacy and RDDS Policy](#), and other applicable agreements, policies, laws and regulations. By way of example, and without limitation, the Registrant Agreement sets forth representations and warranties and other terms and conditions, breach of which may constitute non-compliance with this AUP.

PROHIBITED USE

A "Prohibited use" of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network or a همراه (.hamrah) Domain name is a use which is expressly prohibited by provisions of this AUP or otherwise by operation of law. Registration of one or more همراه (.hamrah) Domain names or access to services provided by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may be cancelled or suspended for any breach of, or non-compliance with this AUP.

The non-exhaustive list of restrictions pertaining to use of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s or Registry Services Provider's Network and همراه (.hamrah) Domain names in relation to various purposes and activities are as follows:

1. COMPLIANCE WITH Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. AUP

- 1.1** Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Network or همراه (.hamrah) Registry Services provider and همراه (.hamrah) Domain names must be used only for lawful purposes and must comply at all times with this AUP. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable law or regulation or this AUP is prohibited. This may include, but is not limited to, the following:

- (1) Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual and/or industrial property rights of another person. Intellectual and/or industrial property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trade marks, rights of personality, and trade secret information.
- (2) Registration or use of a همراه (.hamrah) Domain name in circumstances in which, in the sole discretion of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.:
 - (a) The همراه (.hamrah) Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered with the relevant country agency, or a

USE POLICY

V2 DRAFT, 12 April 2012

trade or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which:

- (i) The use deceives or confuses others in relation to goods or services for which a trade mark is registered in [Country], or in respect of similar goods or closely related services, against the wishes of the registered proprietor of the trade mark; or
 - (ii) The use deceives or confuses others in relation to goods or services in respect of which an unregistered trade mark or service mark has become distinctive of the goods or services of a third party complainant, and in which the third party complainant has established a sufficient reputation in [Country], against the wishes of the third party complainant; or
 - (iii) The use trades on or passes-off a **همراه** (.hamrah) Domain name or a website or other content or services accessed through resolution of a **همراه** (.hamrah) Domain as being the same as or endorsed, authorized, associated or affiliated with the established business, name or reputation of another; or
 - (iv) The registration or use may tend to mislead or deceive Internet users or consumers in breach of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. policy, or the laws of [Country]; or
- (b) The **همراه** (.hamrah) Domain name has been used in bad faith, including without limitation the following:
- (i) The User has used the **همراه** (.hamrah) Domain name primarily for the purpose of unlawfully disrupting the business or activities of another person; or
 - (ii) By using the **همراه** (.hamrah) Domain name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a **همراه** (.hamrah) Domain name; or
 - (iii) For the purpose of selling, renting or otherwise transferring the Domain name to an entity or to a commercial competitor of an entity, for valuable consideration in excess of a User's documented out-of-pocket costs directly associated with acquiring the Domain Name; or
 - (iv) As a blocking registration against a name or mark in which a third party has superior intellectual or industrial property rights.
- (3) A **همراه** (.hamrah) Domain name registration which is part of a pattern of registrations where the User has registered domain names which correspond to well known names or trade marks in which the User has no apparent rights, and the **همراه** (.hamrah) Domain name is part of that pattern.
- (4) The **همراه** (.hamrah) Domain name was registered arising out of a relationship between two parties, and it was mutually agreed, as

V2 DRAFT, 12 April 2012

evidenced in writing, that the Registrant would be an entity other than that currently in the register.

- (5) Unlawful communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets.
- (6) Publication of web content which, in the opinion of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.:
 - (a) is capable of disruption of systems in use by other Internet users or service providers (e.g. viruses or malware);
 - (b) seeks or apparently seeks authentication or login details used by operators of other Internet sites (e.g. phishing); or
 - (c) may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (e.g. phishing).
- (7) Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the Internet community of would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence, whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the همراه (.hamrah) TLD.

Material that a reasonable member of the community of would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting pornography, bestiality, excessively violent or sexually violent material, sexual activity, material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs, material that promotes violence or hatred against individuals or groups on the basis of age, gender, race, ethnic origin, sexual orientation, religion, disability or veteran status, and material that promotes war, acts of terrorism, bullying or social discord.

- (8) Communication, publication or distribution of defamatory material or material that constitutes racial vilification.
- (9) Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- (10) Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor.
- (11) Use, communication, publication or distribution of software, technical information or other data that violates export control laws.
- (12) Use, communication, publication or distribution of software that inhibits a user of that software from enjoyment of the internet, their internet device or network, or otherwise poses a threat to other internet users.
- (13) Use, communication, publication or distribution of confidential or personal information or data including confidential or personal information about persons that collected without their knowledge or consent.

2. ELECTRONIC MAIL

2.1 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. expressly prohibits Users of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network from engaging in the following activities:

- (1) Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited commercial advertising, informational announcements, and political or religious tracts. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a User to stop sending such e-mails, then any further e-mail messages or other electronic communications would in such event constitute Spam and violate the provisions and requirements of this AUP.
- (2) Communicating, transmitting or sending any material by e-mail or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious e-mail and flooding a User, site, or server with very large or numerous pieces of e-mail or illegitimate service requests.
- (3) Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, unsolicited offers of employment, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, messages offering treatments for the enlargement of bodily parts or enhancement of sexual experiences, and "chain letters" whether or not the recipient wishes to receive such messages.
- (4) Adding, removing, modifying or forging Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network or other network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information ("Spoofing").
- (5) Causing or permitting the advertisement of a همراه (.hamrah) Domain name in an unsolicited email communication.

3. DISRUPTION OF Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. NETWORK

3.1 No-one may use the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network or a همراه (.hamrah) Domain name for the purpose of:

- (1) Restricting or inhibiting any person in their use or enjoyment of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network or a همراه (.hamrah) Domain name or any service or product of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti..
- (2) Actually or purportedly reselling Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. services and products without the prior written consent of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti..
- (3) Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.
- (4) Providing false or misleading information to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. or to any other party through the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network.
- (5) Facilitating or aiding the transmission of confidential information, private,

or stolen data such as credit card information (without the owner's or cardholder's consent).

4. NETWORK INTEGRITY AND SECURITY

4.1 Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network. This includes, but is not limited to:

- (1) accessing data not intended for such user;
- (2) logging into a server or account which such user is not expressly authorized to access;
- (3) using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;
- (4) probing the security of other networks;
- (5) executing any form of network monitoring which is likely to intercept data not intended for such user.

4.2 Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:

- (1) accessing data of which such User is not an intended recipient; or
- (2) logging onto a server or account which such User is not expressly authorized to access.

For the purposes of this clause, "disruption" includes, but is not limited to:

port scans, TCP/UDP floods, packet spoofing;

forged routing information;

deliberate attempts to overload or disrupt a service or host;

using the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

4.3 Users who compromise or disrupt Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network systems or security may incur criminal or civil liability. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place.

NON-EXCLUSIVE, NON-EXHAUSTIVE

This AUP is intended to provide guidance as to what constitutes acceptable use of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network and of . همراه (.hamrah) Domain names. However, the AUP is neither exhaustive nor exclusive.

COMPLAINTS

V2 DRAFT, 12 April 2012

Persons who wish to notify Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. of abusive conduct in violation of this AUP may report the same pursuant to the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Acceptable Use Policy Enforcement Procedure, which is instituted by submitting to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. a completed Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Acceptable Use Policy Violation Complaint Form.

ENFORCEMENT

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. believes:

- (a) a violation of the AUP has or may have occurred; or
- (b) suspension and/or termination may be in the public interest.

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may delegate its right to take any action to an Internet security agency or may act upon any report from an Internet security agency without prior notification to the User.

If Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. elects not to take immediate action, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may require Registrants and a complainant to utilise the ICANN Uniform Rapid Suspension System or the AUP Complaint Resolution Service and Policy to ensure compliance with this AUP and remedy any violation or suspected violation within a reasonable time prior to suspension or terminating service.

LIMITATION OF LIABILITY

In no event shall Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. be liable to any User of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network, any customer, nor any third party for any direct, indirect, special or consequential damages for actions taken pursuant to this AUP, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. was advised of the possibility of such damages. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s liability for any breach of a condition or warranty implied by the Registrant Agreement or this AUP shall be limited to the maximum extent possible to one of the following (as Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may determine):

- (i) supplying the services again; or
- (ii) paying the cost of having the same or equivalent services supplied again.

REMOVAL OF CONTENT RESPONSIBILITY

At its sole discretion, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. reserves the right to:

V2 DRAFT, 12 April 2012

- (i) Remove or alter content, zone file data or other material from its servers provided by any person that violates the provisions or requirements of this AUP;
- (ii) redelegate, redirect or otherwise divert traffic intended for any service;
- (iii) notify operators of Internet security monitoring, virus scanning services and/or law enforcement authorities of any apparent breach of this AUP or همراه (.hamrah) TLD Policies; and/or
- (iv) terminate access to the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network by any person that Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. determines has violated the provisions or requirements of this AUP.

In any regard, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. is not responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether access to such content or message was facilitated by the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. does not have any duty to take any action with respect to such content or message by creating this AUP, and Users of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network are obliged and required to ensure that their use of a همراه (.hamrah) Domain name or the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or ICANN regulations.

1. OBJECTIVES:

1.1 The objectives of this Privacy Policy are:

- (1) To disclose to the Registrant, and in doing so obtain the Registrant's consent, to the fact that the Personal Information (defined below) provided by the Registrant may be dealt with in the following manner by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.:
 - (a) Personal Information shall be collected by the **همراه. (.hamrah)** Registry Services provider in the form of a Registrant database, which is used, maintained and corrected from time to time in accordance with this or other policies or practices of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and ICANN;
 - (b) Personal Information shall be collected by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Registry Services provider for the purpose of the storage and maintenance of the Personal Information. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may disclose or transfer the Personal Information to any third party under the circumstances detailed in the "Use and Disclosure" section of this policy;
 - (c) All personal information about the Registrant that is supplied to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may be disclosed to third parties. This information will be provided via a public TCP and Web-based "WHOIS" service, Historical Abstracts or any other Registration Data Directory Services (RDDS) provided by the **همراه. (.hamrah)** Registry Services Provider. Disclosure shall be consistent with:
 - (i) TheAsia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and Registry Services provider Policies.
 - (ii) Applicable Legislation.
 - (iii) ICANN consensus policy.
- (2) To outline Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s procedures for the appropriate collection, holding, use, correction, disclosure and transfer of a Registrant's Personal Information by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti..

2. DEFINITIONS

- 2.1 **"AUP" or "Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. همراه. (.hamrah) AUP"** means the Acceptable Use Policy available at [Insert Link];
- 2.2 **"Domain"** means a **همراه. (.hamrah)** Domain name applied for by a Registrant, whose registration application has been processed and accepted by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.;
- 2.3 **"Escrow Agent"** means a third party contracted to perform data escrow services for Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and the **همراه. (.hamrah)** TLD. The data escrow arrangement with the Escrow Agent may facilitate the transfer of relevant DNS data and Registrant information, including Personal Information to a nominated replacement/back-up system, to enhance the safety and integrity of the **همراه. (.hamrah)** Top Level Domain ("TLD") database. The Escrow Agent is prohibited from use or disclosure of the **همراه. (.hamrah)** TLD Data other than to Asia Green IT System Bilgisayar San. ve

Tic. Ltd. Sti. Related Parties, nominated backup or failover Registry Services providers or ICANN;

- 2.4 **"Personal Information"** means information about an individual person, including a Registrant whose identity can reasonably be ascertained, from the information;
- 2.5 **"Policy"** means the contents of the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Privacy and RDDS Policy and any amendments or updates to the policy made by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. from time to time and posted on the Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s website [Insert Link];
- 2.6 **"Registrant"** means the individual who applied for or caused to be applied for a Domain and whose registration application has been processed and accepted by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.;
- 2.7 **"WHOIS Service"** means the service provided by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. to the public, as described in paragraph 3 of this Policy.
- 2.8 **"RDDS"** Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services.
- 2.9 **"Registry Services Provider"** An entity contracted by Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. to maintain the Shared Registry System database for the همراه (.hamrah) TLD.

3. **همراه (.hamrah) TLD RDDS IMPLICATIONS:**

The همراه (.hamrah) Registry Services Provider will maintain a publicly accessible information service known as the همراه (.hamrah) TLD "WHOIS" service which will provide information in relation to a Domain as follows:

Domain Name: EXAMPLE.TLD
Domain ID: D1234567-TLD
WHOIS Server: whois.example.tld
Referral URL: http://www.example.tld
Updated Date: 2009-05-29T20:13:00Z
Creation Date: 2000-10-08T00:45:00Z
Registry Expiry Date: 2010-10-08T00:44:59Z
Sponsoring Registrar: EXAMPLE REGISTRAR LLC
Sponsoring Registrar IANA ID: 5555555
Domain Status: clientDeleteProhibited
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Domain Status: serverUpdateProhibited
Registrant ID: 5372808-ERL
Registrant Name: EXAMPLE REGISTRANT
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP
Registrant Postal Code: A1A1A1

Registrant Country: EX
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD Admin ID: 5372809-ERL
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: EX
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext:
Admin Email: EMAIL@EXAMPLE.TLD
Tech ID: 5372811-ERL
Tech Name: EXAMPLE REGISTRAR TECHNICAL
Tech Organization: EXAMPLE REGISTRAR LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: EX
Tech Phone: +1.1235551234
Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLEREGISTRAR.TLD
Name Server: NS02.EXAMPLEREGISTRAR.TLD
DNSSEC: signedDelegation
DNSSEC: unsigned

Additional data objects maybe be collected and displayed in as part of the **همراه**. (.hamrah) TLD's RDDS services - where required by ICANN or where Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. deems appropriate.

4. **COLLECTION**

- 4.1 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. collects Personal Information for one or more of its functions or activities:
- (1) To identify and maintain detail of domain licencees and their duly appointed delegates;
 - (2) To provide access to that data to the public and persons connected with licencees;
 - (3) To provide services to licensees and maintain its database;
 - (4) For the provision of the "WHOIS" or other RDDS services;
 - (5) For the generation of Historical Abstracts;
 - (6) To contact the Registrant, including notifications in accordance with the

- .همراه (.hamrah) TLD Policies; and
- (7) To provide law enforcement and Internet security organizations with information required to investigate or prevent a possible crime or threat to the security and stability of the Internet.
- 4.2 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s Registry Services providers website may utilize technology that collects user information and tracks usage.

5. USE AND DISCLOSURE

- 5.1 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. and the .همراه (.hamrah) Registry Services Provider may use or disclose Personal Information about a Registrant where:
- (1) Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. reasonably believes that the use or disclosure is necessary:
- (a) To lessen or prevent a serious and imminent threat to an individual's life, health or safety; or
 - (b) To lessen or prevent a serious threat to public health or public safety; or
 - (c) Because Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. has reason to suspect that unlawful activity or a violation of the AUP has been, is being or may be engaged in, and uses or discloses the Personal Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by a violation of the AUP) or authorities; or
 - (d) Because the use or disclosure is required or authorized by or under law or ICANN policy; or
 - (e) Because Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. believes that the use or disclosure is reasonably necessary for one or more of the following, by or on behalf of an enforcement body:
 - (i) The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
 - (ii) The prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - (iii) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.
 - (f) A third party has lodged a Complaint and providing the Personal Information may contribute to resolution of the complaint.
- (2) A member of the public requestes access to WHOIS or other RDDS I information collected by the .همراه (.hamrah) Registry Services provider on behalf of Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti..
- 5.2 Nothing in this "Use and Disclosure" paragraph requires Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. to disclose any Personal Information; Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. is always entitled not to disclose Personal Information in the absence of specific ICANN policy or a legal obligation to disclose it.

6. DATA QUALITY

- 6.1 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may take reasonable steps to make sure that the Personal Information it collects, uses or discloses is accurate, complete and up-to-date.

This includes email, sms or phone communication between the Registry Services Provider and the registrant that bypasses the Registrar where such communication is required to validate contact information lodged by a Registrar and/or activate a **همراه** (.hamrah) domain.

7. **DATA SECURITY**

- 7.1 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall take reasonable steps to protect the Personal Information it holds from misuse and loss and from unauthorized access, modification or disclosure.

8. **OPENNESS**

- 8.1 This Policy sets out Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti.'s policies on its management of Personal Information. Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall make this document available to anyone who asks for it.
- 8.2 On request by any person, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall take reasonable steps to let the person know, generally, what sort of Personal Information Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. holds, for what purposes, and how it collects, holds, uses and discloses that information.

9. **ACCESS AND CORRECTION**

- 9.1 If Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. holds Personal Information about a Registrant, it shall provide the Registrant with access to the information on request by the Registrant, except to the extent that Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. believes:
- (1) In the case of Personal Information, providing access may pose a serious and imminent threat to the life or health of any individual; or
 - (2) Providing access may have an unreasonable impact upon the privacy of other individuals; or
 - (3) The request for access is frivolous or vexatious; or
 - (4) The information relates to existing or anticipated legal proceedings and the information would not be accessible by the process of discovery in those proceedings; or
 - (5) Providing access may be unlawful; or
 - (6) Denying access may be required or authorized by or under law, including the order of any Court or tribunal; or
 - (7) Providing access may tend to prejudice an investigation of possible unlawful activity; or
 - (8) Providing access may tend to prejudice:
 - (a) The prevention, detection, investigation, prosecution or punishment of criminal offences or other breach of a law imposing a penalty or sanction; or
 - (b) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders; or

- (c) An enforcement body or Internet security organization performing a lawful security function asks Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. not to provide access to the information.
- 9.2 Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall not in any event be under any obligation to disclose DNS zone files, payment logs, email archives or data backups or any other information it maintains to any party in the absence of specific ICANN policy or a legal obligation to disclose it.
- 9.3 However, where providing access would reveal evaluative information generated within Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. in connection with a commercially sensitive decision-making process, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. may give the Registrant an explanation for the commercially sensitive decision rather than direct access to the information.
- 9.4 If Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. holds Personal Information about a Registrant and the Registrant is able to establish that the information is not accurate, complete and up-to-date, Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. shall take reasonable steps to correct the information so that it is accurate, complete and up-to-date, as requested by the Registrant in accordance with Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. Policies and procedures, except where the data is contained in an historical record or archive.

10. REVIEW OF POLICY:

Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. reserves the right to review or revise this policy at any time and those people who volunteer their personal details to Asia Green IT System Bilgisayar San. ve Tic. Ltd. Sti. directly or through an Accredited Registrar are deemed to acknowledge and be bound by this policy and any changes made to it.