

eName Domain Registration Service Agreement

CONTENTS

- [1. Introduction](#)
- [2. Definition and Explanation](#)
- [3. Domain Services](#)
- [4. Domain User Conduct Code](#)
- [5. User Information and Data](#)
- [6. Domain Service Fee](#)
- [7. Service Term and Termination](#)
- [8. Liability Exemption and Limitation of Liability](#)
- [9. Dispute Resolution](#)
- [10. Special Terms for Specific TLDs](#)
- [11. Other](#)

1. Introduction

Dear Users, welcome to use eName Technology Co.,Ltd. Services!

This Agreement refers to the Service Agreement between eName and/or the domain registrar represented by eName and you, you and/or the registered domain holder represented by you, regarding the registration, renewal, transfer and other related matters of the domain. (hereinafter referred to as "this Agreement").

When you are applying for a domain registration through eName' s website, or renewing a domain, or transferring a domain to eName from another domain registrar, or in other scenarios related to using eName' s domain services, you need to accept this Agreement via directly confirm through the web page, accept the quotation of this page link and reminder to comply with the content, sign a written agreement, or confirm through the actual use of the service, etc., or choose a way recognized by other laws, regulations or conventions, before continuing to use the relevant domain services provided by eName.

If you confirm this Agreement by any of the above ways, it means that you and eName have reached an agreement and agree to accept all the agreed content of this Agreement. **This Agreement will remind you to pay special attention to Restrictions and Disclaimer clauses in bold or underlined form, eName' s determination and handling clauses for user violations and breaches, and the selection clause of the court of jurisdiction, etc.**

Therefore, before accepting this Agreement, please be sure to read the entire content of this Agreement carefully. If you have any questions about the terms of this Agreement, please consult eName. If you do not agree to any content of this Agreement or cannot accurately understand eName' s interpretation of the terms, please do not proceed.

<eName Domain Registration Service Agreement> Body

2. Definition and Explanation

2.1 **Our Registrar ("We")**: refers to the domain registrar under the brand of "eName Technology (ENAME)" and accredited by ICANN, namely eName Technology Co., Ltd.

2.2 **User ("You")**: refers to individuals (including natural persons, individual industrial and commercial households, etc.) or organizations (including state agencies, companies, enterprises, government-sponsored institutions, social organizations, etc.) who register domains with relevant domain registry through the domain services provided by our registrar. "User" or "You" in this Agreement includes both registered domain holders and eName account holders. **If you are under the age of 18, you should obtain the consent of your parent s or legal guardian (hereinafter collectively referred to as the "Guardians") before using eName' s services. Therefore, all operations you perform on eName will be deemed to have been obtained the consent of your Guardians.**

2.3 **Registered Domain Holder ("Registered Domain Holder", "Domain Holder", "Domain Registrant")**: refers to the registered domain holder name being filled in the domain registration by the User and shown in the WHOIS information (or the RDAP policy implemented in the future). **In some cases, the registered domain holder may be referred to as the "Domain Owner" . Under no circumstances do these expressions mean that the registered domain holder has any ownership or similar rights in the registered domain, and the domain holder cannot obtain the above-mentioned similar rights from these expressions.**

2.4 **Account Holder**: refers to the eName account holder who has a registered eName account. Although he is not a registered domain holder, he actually pays for the registered domain or actually manages the registered domain in other ways. (Including natural persons or organizations).

2.5 **Internet Corporation for Assigned Names and Numbers (ICANN)**: refers to the organization responsible for the allocation of Internet Protocol (IP) addresses, the assignment of protocol identifiers, the management of generic top-level domains and country code top-level domains systems, and the management of root server systems mechanism.

2.6 **China Internet Network Information Center (CNNIC)**: refers to the domain registry and domain root server operating organization of China's country code top-level domains : ".CN", ".中国", ".公司" and ".网络".

2.7 **Domain Registration Management Institution ("Domain Registry", "Registry")**: refers to an organization or institution that is licensed by ICANN and/or the relevant regulatory agency of the country in which it is located to undertake the operation and management of the corresponding top-level domains. (For example, domain registries that provide services in China must also obtain license from the China

Telecom Regulatory Agency.)

2.8 **Domain Registration Service Institution ("Domain Registration Service Provider", "Domain Registrar", "Registrar")**: refers an institution that is licensed by ICANN and/or the relevant regulatory agency of the country in which it is located to accept and complete the domain registration in the top-level domains database of the corresponding domain registry. (For example, domain registrars that provide services in China must also obtain license from the China Telecom Regulatory Agency.)

2.9 **Top-level domain(TLD)**: refers to the top-level domain of the Internet domain system, including Generic top-level domain (gTLD), Country code top-level domain (ccTLD), New Generic top-level domain(new gTLD), and Internationalized domain (IDN TLD). Different registries are responsible for the operation and management of the corresponding top-level domains.

2.10 **Domain Registration**: refers to the registration of domains in the top-level domain database of the corresponding domain registry through the registration channels and services provided by the domain registrar.

2.11 **Successful Domain Registration**: the user pays the corresponding domain registration fee through the domain registrar within the specified time limit and provides the domain registration application materials, and the corresponding domain registry confirms that the applied domain is available for registration, and does not violate the relevant mandatory provisions, and the application materials submitted by the user comply with the regulations, thus giving the user the right to hold the domain for a certain period of time. The right to confirm whether the domain is successfully registered is in the domain registry.

2.12 **Registration Data Directory Service (WHOIS)**: It is a query, display and dissemination service of domain registration information provided by registrars in accordance with ICANN's requirements and consensus policies in accordance with the ICANN 2013 Registrar Accreditation Agreement.

2.13 **Registration Data Access Protocol (RDAP)**: is an HTTP-based protocol through which information about current domain registration and Internet protocol address allocation can be accessed. RDAP is an alternative to the WHOIS protocol.

2.14 **Illegal Activity**: refers to the use of services provided by domain registrars to conduct domain registration in violation of relevant laws and regulations, and/or the use of registered domains provided by domain registrars to conduct violations of relevant laws.

2.15 **Domain Services**: refers to the domain related services that our registrar clearly enumerates in Article 3 of this Agreement or subsequently provides.

2.16 **Third-party Services**: refers to services related to registered domains provided by third parties, such as domain dispute resolution services, domain resolution services, etc.

2.17 **Domain Dispute Resolution Mechanism**: refers to the collective name of the corresponding policies and rules for resolving disputes arising from the registration and use of domains, including but not limited to: "Uniform Domain Name Dispute Resolution Policy" (UDRP), "Uniform Quick Suspension System (URS)", "China Internet Network Information Center Country Top-Level Domain Dispute Resolution Measures", and corresponding procedural rules, supplementary rules, etc. According to different types of top-level domains (such as gTLD, ccTLD, new gTLD, etc.), the corresponding domain dispute resolution mechanism is applied. For example, disputes of gTLDs should follow the UDRP policy.

2.18 **"China", "Our Country" and "Domestic" in this Agreement all refer to the People's Republic of China.**

2.19 Unless otherwise specified, the "Law" in this Agreement refers to the laws, regulations, and normative legal documents of the People's Republic of China.

2.20 **"Business Days"** in this Agreement refers to the number of normal business days except for Chinese legal holidays, public holidays, and bank holidays. **"Day"** refers to a natural calendar day. **"Business Hours"** refers to the time between 9:00 a.m. and 18:00 p.m. during the business day (GMT+8).

3. Domain Services

3.1 Service Scope

3.1.1 Our registrar will provide you with the following services related to domains:

Domain registration, domain renewal, transfer between domain registrars, change of domain registrant information, renewal of expired domain, restore service, etc.

3.1.2 We also provide the corresponding platforms, channels and systems required for these services, as well as related technical support, pre and after sales consulting services.

3.2 Service Start

3.2.1 For free services, we will not start to provide services until we receive a valid application and/or confirmation from you. For example, if we need mobile phone verification to confirm the authenticity of your submitted application, we will not start processing your request until you have completed the verification.

3.2.2 For charged services, we will not start to provide services until we receive a valid application and/or confirmation from you, and you have paid all fees. For example: we will only submit domain registration, renewal or other applications to the corresponding domain registry after we receive the registration/renewal fees paid by you. **Therefore, the successful payment for the order does not mean that the domain registration/renewal and other actions have been successful.**

3.3 Service Results

3.3.1 You understand and agree that whether a domain is successfully registered is determined by the registration application itself and the application time, etc. and is confirmed by the domain registry. We only submit the relevant procedures on your behalf, and do not guarantee in any explicit or implicit manner that the domain you apply for registration can be successfully registered or will not be deleted after registration.

3.3.2 If your registration application encounters one of the following situations, which results in the failure of the domain registration, we will refund you the relevant fees collected (except for the case that the relevant domain registry does not allow it to be refunded). Apart from this, we do not assume other responsibilities.

3.3.2.1 When you are filling out the domain registration application form online, the domain was registered by others;

3.3.2.2 The domain you apply for is registered by others due to problems with telecommunication lines and equipment;

3.3.2.3 You fail to fill in the registration application form strictly in accordance with the registration requirements, or fill in incorrectly or irregularly, causing the domain to be registered by others or causing ownership disputes;

3.3.2.4 You have not submitted the domain registration materials strictly within the prescribed time limit; or you have not submitted written certification materials as required by the registry or the submitted certification materials do not meet their requirements;

3.3.2.5 Registration failure or delay due to system failures or operational errors of the domain registry or ours;

3.3.2.6 The registration service of the corresponding top-level domain is canceled due to the requirements of national laws, regulations and policies, the policy changes of the domain registry, technical reasons, etc.;

3.3.2.7 After you accept these terms, the domain is registered by others before we receive your money and pay the money to the domain registry;

3.3.2.8 The registration materials submitted by you are deemed by the domain registry to be inconsistent with relevant regulations, which results in the unsuccessful registration of the domain or the cancellation of the domain after successful registration;

3.3.2.9 The domain you apply for registration falls within the scope of domains that are prohibited or restricted from registration by national laws, regulations and policies;

3.3.2.10 The domain you apply for registration falls within the scope of domains restricted by ICANN and or the registry;

3.3.2.11 Other unpredictable or uncontrollable factors have caused your domain registration to be unsuccessful.

3.3.3 Based on the above reasons, before verifying with us, you should not claim to the outside world that you are the holder of the applied domain, nor should you determine that the domain registration is successful or unsuccessful.

3.3.4 You understand and agree that whether the domain can be used normally (For example, creating a website, building a mailbox server, generating network applications, etc.) after the domain is successfully registered will be subject to the relevant laws, network controls, policies and regulations of your country or region and your own behavior. Therefore,

3.3.4.1 You should judge by yourself whether to apply for such domain registration and whether the registration of such domain can meet your needs.

3.3.4.2 We will instruct you within a reasonable range; However, we do not guarantee the normal use of your successfully registered domain in any explicit or implicit manner, nor do we assume any consequences and responsibilities other than those clearly stipulated by law .

3.3.4.3 We have the right to take appropriate measures against your illegal behavior in the use of domains in accordance with ICANN policies, domestic laws and regulations, instructions of the competent authority, and provisions of this Agreement, including: requesting you to rectify and lock the domain (Namely: it is forbidden to modify information, to transfer out of the registrar, to transfer between accounts, etc.), suspension of service (HOLD), deletion or cancellation, etc.

3.4 Domain Registration Service

3.4.1 We will provide you with the application procedures for domain registration, submit relevant documents and pay relevant fees to the corresponding domain registry and other services on your behalf. We submit your domain registration application based on the registration status and query results in the domain database of the domain registry at that time, but no conflict during the query does not mean that the domain will be successfully registered.

3.4.2 We will not review whether your domain registration application infringes the prior rights of others, or whether the domain that others intend to apply for registration infringes your prior rights, etc.; nor will we be responsible for the authenticity, accuracy or completeness of the registration information you fill in. Please be sure to fill in true, accurate and complete information.

3.4.3 In accordance with the requirements of the corresponding domain registry, we may conduct a preliminary review of your domain registration application and reject any registration application that does not meet the requirements of the registry.

3.4.4 After your domain is successfully registered, if the domain resolution is not set, the domain may be automatically resolved to a non-commercial page. You have the right to cancel this automatic resolution setting at any time during the validity period of the domain.

3.5 Domain Renewal Service

3.5.1 We will provide you with a domain renewal service to extend the validity period of your domain. If you want to continue to own the domain and our related services after the expiration of the domain, you should complete the renewal before the expiration of the service period and ensure that we have received your renewal payment before the expiration of the domain. We will send you a renewal notice within a certain period of time before and after the expiration of the domain, but your failure to receive our renewal notice cannot be the reason or explanation for your failure to pay or renew on time.

3.5.2 If you renew in accordance with the regulations and the domain registry accepts your renewal, our service period will be extended to the expiration date of the domain recognized by the domain registry. **You agree that if your registered domain or registration information is untrue, inaccurate or incomplete, we have the right to prohibit the renewal of the domain.**

3.5.3 You understand and agree that the success of domain renewal depends on the relevant domain regulations and policies, the decision of the domain registry, etc. We do not guarantee that the renewal will be successful.

3.5.4 Regarding the relevant agreements and regulations on domain renewal after expiration, please abide by the " [eName Domain Renewal Service Agreement](#)".

3.6 Expired Domain Service

3.6.1 Renewal of expired domains

3.6.1.1 You understand and agree that **if you do not complete the renewal before the domain expires, you agree that we can renew the expired domain on your behalf. If we decide to renew the expired domain on your behalf, you will have renewal grace period provided by us.** You can still renew at the normal renewal price within the above-mentioned period. **Since the domain has expired, during the renewal grace period, except for the right to renew, you no longer have the rights and related services during the service period.**

3.6.1.2 On the premise of complying with the policies of the domain management agency, ICANN, and relevant registries, we have the right to determine and adjust the specific length of the renewal grace period.

3.6.1.3 You understand and agree that the success of domain renewal within the renewal grace period depends on the relevant domain regulations and policies, the decision of the domain registry, etc. We do not guarantee that the renewal will be successful.

3.6.1.4 If you renew successfully within the renewal grace period, the validity period of the domain will be increased by one year from the original domain expiration date; If you fail to renew successfully, except to refund you the corresponding renewal fees charged, we are not required to bear other responsibilities except those clearly stipulated by law.

3.6.2 Restore of expired domains

3.6.2.1 We provide you with an expired domain restore service, that is, if you still fail to complete the renewal of an expired domain within the renewal grace period, the domain will enter the redemption period provided by us after the renewal grace period expires. You can still apply to the corresponding domain registry to restore the domain after paying the restore fee in accordance with the charging standards announced by us within the above-mentioned period. Since the domain has expired, you no longer have the rights and related services during the service period. During the redemption period, we only guarantee that you have the right to restore the domain.

3.6.2.2 On the premise of complying with the policies of the domain management agency, ICANN, and relevant registries, we have the right to determine and adjust the specific length of the redemption period.

3.6.2.3 You understand and agree that the success of domain restore depends on the relevant domain regulations and policies, the decision of the registry, etc. We do not guarantee that the restore will be

successful.

3.6.2.4 If you successfully restore the domain by paying the restore fee, the validity period of the domain will be increased by one year from the original domain expiration date; If you pay the restore fee during the redemption period, but ultimately fail to restore the domain, except to refund you the corresponding renewal fees charged, we are not required to bear other responsibilities except those clearly stipulated by law. (For the restore rules and procedures of expired domains, please refer to: <https://help.ename.cn/faq/61/>)

3.6.3 You understand and agree that, for expired domains, as the service period has expired, we no longer need to perform other obligations to you as stipulated in this Agreement, except as stipulated in Article 3.6.1 and 3.6.2. Therefore:

3.6.3.1 You give us an irrevocable authorization. Once your domain expires, we can either choose to maintain the WHOIS registration information before the domain expires, or update the WHOIS registration information (including but not limited to the domain registrant); At the same time, we can either keep the expired domain under your account, or choose to transfer the domain to a dedicated account for unified management.

3.6.3.2 For expired domains, on the premise of complying with the regulations of the domain registry, we will choose to stop the resolution of the original page at a certain moment, and redirect the domain to a suitable display page without restriction to clearly remind you that the domain has expired and provide renewal instructions at the same time. We will not and cannot verify whether such redirection infringes your legal rights (For example: intellectual property rights, privacy rights, trademark rights), and we will not and cannot verify whether the content displayed by the redirection is appropriate and whether it violates any country or region laws or regulations and whether it is harmful to you or any third parties. Except for promptly suspending the redirection of the relevant domain after receiving the ruling of the relevant judicial authority, we are not responsible for the direct or indirect losses caused by the redirection.

3.6.3.3 After the domain expires, we reserve your right to continue to hold the domain through renewal within the same length of the renewal grace period provided by us, and through restore within the same length of the redemption period provided by us. If and only if the above-mentioned periods expire and you have not exercised the right of renewal or restore, you no longer own any rights of the domain.

3.6.3.4 You give us an irrevocable authorization. Once the domain expires and the renewal grace period expires, eName has the right to dispose the domain (including but not limited to list for expired backorder, auctions, etc.) without additional notice to you. eName does not need to bear any responsibility for this operation. But if you have any objections to this, please contact us in time.

3.7 Domain Transfer Service Between Registrars

3.7.1 We will provide you with the service of transferring domains between registrars, so that you can transfer registered domains from other domain registrars to us, or to other domain registrars from us through our domain service platform.

3.7.2 You shall guarantee the legality and legitimacy of the above-mentioned transfer operations between domain registrars.

3.7.3 You understand and agree that we have the right to agree or refuse to provide transfer services between registrars for certain domains or types of domains in accordance with national laws and regulations, ICANN policies, registry policies, and our registrar rules.

3.7.4 Domain holders are not allowed to apply for domain transfer between registrars under the following circumstances:

3.7.4.1 Less than 60 days after domain registration;

3.7.4.2 Less than 15 days before the domain expiration date;

3.7.4.3 The domain is in arrears of domain fees;

3.7.4.4 The subject identity of the domain holder is unclear or in dispute;

3.7.4.5 The domain is in the process of litigation, arbitration or domain name dispute resolution;

3.7.4.6 The domain is required to be put under Hold status by the relevant national competent authority in accordance with the law;

3.7.4.7 Other circumstances that are stipulated by national laws and regulations, ICANN policies, and registry policies.

3.7.5 If you transfer the domain from another registrar to us, you should confirm and agree to all the provisions of this Agreement before transferring.

3.8 Domain Information Update Service

3.8.1 We will provide you with domain information update service. During the service period, you can use our domain service platform to update the current holder to another individual or company, or update other domain registration information.

3.8.2 You understand and agree that before updating domain information, you should carefully read and agree to abide by all the contents of the " [Terms of Service for Domain Information Update Service](#) ".

3.9 Domain Inter-account Transfer Service(PUSH)

3.9.1 We will provide inter-account transfer service (PUSH) for domains that meet one of the following circumstances, that is, a domain will be transferred from one eName account to another eName account for management:

3.9.1.1 The losing account holder conducts the PUSH operation by himself;

3.9.1.2 The holder of the registered domain applies to PUSH the domain to a new account for management;

3.9.1.3 The domain is transferred between accounts for the purpose of implementing the decision, judgment or ruling of the domain management agency, court or domain dispute resolution providers;

3.9.1.4 We perform reasonable operations for other necessary reasons based on our own judgment.

3.9.2 In order to protect the domain security, we also reserve the right to perform operations including locks restricting and canceling transfers between accounts, etc. based on our own judgment.

3.10 Domain Service at Initial Launch

3.10.1 We may provide domain registration services for some New gTLDs from the initial launch period (including the Sunrise period, the Landrush period, etc.) in accordance with the agreement with the corresponding domain registry. You agree that for domain registrations during this period, you should:

3.10.1.1 Accept the constraints of the relevant conditions and terms of ICANN's rights protection mechanism on procedures and process compliance requirements, including the requirements of the Global Trademark Information Exchange (TMCH), and any dispute resolution policies of the Sunrise period;

3.10.1.2 You further agree that the domain registry or domain registrar shall be exempt from liability for any losses and liabilities caused by the procedures or processes of the Sunrise period, or the Landrush period, including: (a) You are able or unable to register a domain; and (b) Any result of a dispute over the registration of a domain after the Sunrise period.

3.11 Other Domain Services

3.11.1 Special types of domain services: We may cooperate with the corresponding registry to provide you with special domain registration services for specific purposes and scopes. According to the requirements of the registry, the registration and use of such domains may have special restrictions. If you cannot accept such special restrictions, please do not choose such special domain registration.

3.11.2 Domain value-added services: According to your needs, we may provide you with domain related value-added services by ourselves or through cooperation with other third parties. For example: domain information privacy protection services, domain proxy registration services, domain security lock services, etc. For the avoidance of doubt, we declare that these value-added services are not within the scope of this Agreement. If we have special regulations or requirements for these services, you should carefully read and agree to all the terms before accepting and using these services.

4. Domain User Conduct Code

4.1 Before you confirm this Agreement for domain registration and related actions, you should ensure:

4.1.1 Meet the identity and qualifications required for the registration and use of the corresponding domain, and will not violate other documents you previously signed by accepting this Agreement or performing domain registration, and will not put us in a breach of contract or illegality.

4.1.2 I have read the relevant ICANN policies and regulations that include the Registrants' Benefits and Responsibilities, and agree to accept all contents of (<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#registrant>)

4.1.3 I have read and fully understood all the contents of these terms, agreed to pay in accordance with the regulations, and abide by all your obligations.

4.1.4 If you are registering on behalf of a third party, you should ensure that the third party has understood and agreed to comply with all the foregoing obligations. In addition, if the registration information you provide includes the information and use of a third party, you should ensure that you have notified and obtained the third party's consent.

4.2 You undertake that when registering a domain and using the registered domain for information dissemination and self-service, you shall abide by all applicable laws and procedures, policies, practices, etc., including but not limited to:

4.2.1 All policies and regulations issued by ICANN that are in effect at the time. If there is any inconsistency between these policies and regulations and this Agreement, the policies issued by ICANN shall prevail, except for those that the registry allows the registrar to specify on its own.

4.2.2 All applicable laws, regulations, management policies and regulations (For example, if you register or use a domain in China, you should abide by the "Internet Domain Management Measures" and complete the domain holder real-name verification, etc.).

4.2.3 As required by the corresponding domain registry, you should also comply with: applicable laws related to privacy, data collection and consumer protection (including misleading and deceptive behaviors), as well as applicable laws related to fair lending, debt collection, and organic agriculture (If applicable), disclosure of data and financial regulations; and other relevant laws, regulations, administrative regulations and national policies; If you are collecting and storing sensitive medical and financial data, you must also abide by applicable laws regarding the provision of such services and take relevant reasonable security measures applicable to this field.

4.3 You should abide by all registry policies of the domains you register, including:

4.3.1 The relevant provisions of the registry agreement between the registry and ICANN, and the registry-registrar agreement between the registry and the registrar;

4.3.2 The operating standards, policies, procedures, practices and operational methods of the domain registry that are published from time to time by the domain registry on its official website, and are applicable to all domain registrars, or applicable to all domain registrars and registered domain holders.

4.3.3 In the event of any inconsistency between the registry policy and this Agreement, the registry policy shall prevail, except for the content that the registry allows the registrar to specify on its own.

4.4 You understand and agree that you should abide by the applicable domain dispute resolution mechanism, and obey the relevant policies and procedures and supplementary rules of ICANN, registries and domain dispute resolution providers.

4.4.1 For gTLDs, you should abide by the relevant provisions of the UDRP policy; for new gTLDs, you should also be restricted by the URS rules;

4.4.2 For ccTLDs, you should comply with the domain dispute resolution mechanism required by the corresponding registries. For example, for China ccTLDs, you should comply with the "China Internet Network Information Center National Top-Level Domain Dispute Resolution Measures."

4.5 You understand and agree that the above-mentioned policies and regulations in Article 4.1, Article 4.2, Article 4.3 and Article 4.4, this Agreement and the domain registration application materials submitted by you, together constitute the entire agreement on domain registration between you and us. If the relevant domain policies and regulations are changed or modified, the new domain policies and regulations will apply to your registered domains. You should not use ignorance of the relevant domain policy changes as a reason for non-compliance or breach of contract.

4.6 You guarantee that you will not engage in any illegal acts on domains, including:

4.6.1 The registration of the domain will not infringe the rights and interests of any third party. The registration of the domain is not for malicious or any illegal purpose; The use of the domain will not violate any relevant laws and regulations.

4.6.2 You must not use the registered domain to produce, copy, publish, or disseminate any harmful information prohibited by laws and regulations. You guarantee that the use of the domain will not distribute malware, maliciously run botnets, phishing, piracy, infringement of trademarks or intellectual property rights, fraud or deception, counterfeiting or faking, sending spam emails or participating in other violations of the laws.

4.6.3 Your registration and your direct or indirect use of the domain will not infringe the legal rights of others (For example: the rights of others' names, trademark rights, domain rights, etc.).

4.6.4 Without the permission of the domain registry, you may not provide the public with the registration service of the next-level domain under the domain you registered.

4.6.5 Other illegal acts that meet the definition in Article 2.13 of this Agreement.

4.7 You should understand and guarantee that,

4.7.1 Even if you have granted a third party a license to use the domain, you are still the registered domain holder, and you must be responsible for providing your own complete contact information, as well as providing and updating accurate technical and administrative contact details in order to solve any problems related to the registered domain in a timely manner.

4.7.2 You shall still be liable for the damage caused by the improper use of the registered domain, unless you submit the current contact information provided by the licensee and disclose the identity of the

licensee (including disclosure through our registrar) within the time required by the relevant laws and regulations or the registrar and the registry to the complaining party who provides you with reasonable evidence of damage.

4.8 You understand and agree that failure to comply with any of the provisions of Article 4 of this Agreement will be considered a serious breach of contract, then:

4.8.1 We have the right to take measures including locking the domain (forbid to update registration information, transfer out of registrars and transfer between accounts), suspend the use of the domain (stop resolution/HOLD), cancel the domain, transfer the domain, terminate services and other measures.

4.8.2 When we stop the resolution, we will send you a notice (email, phone or SMS) and explain the reason for the breach of contract; If you fail to provide or cannot provide reasonable evidence to prove that there is no breach of contract within a reasonable period of time after the notice is sent, we have the right to cancel the domain and require you to bear the losses caused to us by violating this Agreement.

4.8.3 Our failure to take measures against your breach of contract cannot be the reason and explanation for your breach or defense.

4.9 You know and agree that the corresponding domain registry reserves the right to unilaterally decide to reject, cancel and transfer any registration as needed, or put any domain in a lock, suspended(HOLD) or similar status or cancel (delete) the registered domains, and the right to notify us through EPP command, email or telephone to execute the above commands to cancel, transfer, change or lock the domain, for:

4.9.1 protecting the completeness and operational stability of the domain registration system;

4.9.2 complying with any applicable laws, government rules or requirements, law enforcement requests or any dispute resolution procedures;

4.9.3 complying with the Internet industry regulations formulated by the industry authorities (such as RFC) that the domain registry has joined;

4.9.4 preventing the domain registry and its affiliates, subsidiaries, senior staff, directors and employees, and senior staff, directors and employees of its affiliates and subsidiaries from assuming any civil or criminal liability;

4.9.5 correcting the operation errors of the domain registry or domain registrar in the domain registration;

4.9.6 when there is payment due to the domain registry;

4.9.7 when the registered domain is in dispute resolution period.

4.10 You agree that we have the right, in accordance with national laws, ICANN policies, directives of the competent authority, or the requirements of the registry that does not violate the above-mentioned legal policies and directives, or our judgment, to take actions, including but not limited to, prohibiting registration information update, transfer, delete, suspend (HOLD), and domain sales, etc., in order to:

4.10.1 correct the operation errors of the registry or registrar during the domain registration;

4.10.2 handle disputes and complaints related to registered domains;

4.10.3 protect overall security and stability of registration management.

4.10.4 The domain you own is in the judicial process, arbitration process or domain dispute resolution process and within 10 days of the Notice of the Decision (During this period, you may not apply to update, transfer or cancel of the domain in dispute, unless the domain transferee agrees in writing to be bound by judicial judgment, arbitration decision or dispute resolution provider decision.).

4.11 We have the right to cancel (delete) the registered domain in the following circumstances:

4.11.1 You or your agent apply for cancellation of the domain;

4.11.2 The registration information you submitted is untrue, inaccurate, incomplete or not updated in time after the change;

4.11.3 You fail to pay the corresponding fees as required;

4.11.4 According to the decision, judgment or ruling of the domain management agency, court or domain dispute resolution provider, it should be canceled;

4.11.5 Your registration and use of the domain has an adverse effect on us, the domain registry and related service providers;

4.11.6 Violation of the relevant provisions of this Agreement and other relevant laws and regulations.

4.12 You understand and agree; after you successfully register a domain at eName, you can download the domain certificate on the domain management page, but the domain certificate does not have the legal effect as a domain ownership certificate.

5. User Information and Data

5.1 When you register a domain, you should provide us with complete, accurate and reliable contact details, and if such information is changed during the domain registration, you should correct and update it in a timely manner.

5.1.1 When you register and/or transfer in a domain, you should provide us with the following information:

5.1.1.1 If you are a natural person, you should provide the name, postal address, email address, voice phone number and fax number (if any) of the registered domain holder;

5.1.1.2 If you are an organization, association or company, you should provide the full name, postal address, email address, voice phone number and fax number (if any) of the registered domain holder, and you should also provide the authorized contact person's name;

5.1.1.3 The main domain server and auxiliary domain server of the registered domain;

5.1.1.4 The name, postal address, email address, voice phone number and fax number (if any) of the domain Administrative contact;

5.1.1.5 The name, postal address, email address, voice phone number and fax number (if any) of the domain Billing contact;

5.1.1.6 The name, postal address, email address, voice phone number and fax number (if any) of the domain Technical contact.

5.1.2 If the information changes after the domain is registered, especially the information (such as postal address, telephone, fax or email, etc.) of the domain Administrative, Technical or Billing contact, you should update the information in accordance with eName's update process indicated on the website (www.ename.net) within 7 days after the information is changed.

5.1.3 If you deliberately provide inaccurate or unreliable information, or do not update the information within 7 days after the information is changed, or when we contact you to check the accuracy of the domain registration contact information, you fail to respond within 15 days, then:

5.1.3.1 Such behavior constitutes your serious breach of this Agreement;

5.1.3.2 We have the right to suspend and/or delete the registration of the registered domain, or perform other necessary operations (For example, if you have granted us the right to directly modify the registration information, or we follow other documents or agreements with this right, we have the right to modify it directly to the correct information in order to comply with the regulations).

5.1.3.3 For ccTLDs, if the corresponding domain registry has other regulations on the above specific time limits, it shall be implemented in accordance with its regulations.

5.2 For the relevant personal data that you are required to provide during the domain registration/renewal process, we and/or our distributors will provide specific notices when you register and/or renew the domain, explaining to you:

5.2.1 You shall provide us with relevant information in accordance with the provisions of Article 5.1.1; except for the information indicated (if any) as optional information, the other information under this article is the information you must provide.

5.2.2 We will collect relevant personal data from you by ourselves or through our distributors, and process the data in accordance with the purposes listed in Article 5.3;

5.2.3 You can enter the user management page after logging in to your eName account, and/or use your domain and management password to log in to your eName account to access and/or modify the above personal information and data.

5.3 You should understand that your personal information and data will be collected, used, shared, processed and disclosed in the following ways, and you agree to and have no objections to such collection, use, sharing, processing and disclosure.

5.3.1 We will collect domain-related registration information, all written and electronic communication records related to domain registration and/or management (For example: domain initial registration date, expiration date, registrar, etc.) by ourselves/through our distributors in accordance with Article 5.2. We will share, use and process those information in the following ways.

5.3.1.1 In accordance with ICANN regulations, domain registry and registrar shall disclose such information through WHOIS to provide Internet users with free public query domain information directory services. Therefore, we must share some or all of the above-mentioned domain registration information with the domain registry, designated agency or agent, ICANN, etc.;

5.3.1.2 The domain registry and its designated agency or agent will collect, use, copy, distribute, publish, modify or process your personal information and data in order to provide free domain information directory services, analysis and research, etc.in accordance with the relevant policies on TLDs issued by ICANN and national domain management agency from time to time.

5.3.1.3 Domain registry and registrar (We) shall regularly submit electronic versions of such information and data to third-party data escrow agencies, or submit electronic copies of such information and data (such as registration information of specific domain holders) to ICANN from time to time as needed for ICANN's irregular inspection, response to ICANN compliance inquiries and audits, etc.;

5.3.1.4 We will provide such information and data to the Chinese domain management agency and its designated agency to meet the requirements of national laws, regulations and policies. (For example: provide your relevant information to the domain verification agency to complete the domain real-name verification.);

5.3.1.5 We and our distributors, domain registry and their designated agency or agent, etc., may need to use such information and data to get in touch with you, provide services, etc.;

5.3.1.6 The sharing and use of the above information and data may result in cross-border data transmission (for example: from China to the United States).

5.3.2 Except for the above agreement, we will not use or disclose your information and data to any third party without authorization, unless:

5.3.2.1 Disclosure to a third party with your prior consent;

5.3.2.2 According to laws and administrative regulations, we are required to disclose;

5.3.2.3 As your domain is suspected of illegal activities, relevant administrative or judicial agencies, domain dispute resolution providers, third parties who need to claim rights to you, etc., require us to disclose through necessary procedures;

5.3.2.4 When you are a party to a transaction created on ename.com, and the other party has fulfilled or partially fulfilled the transaction obligation and made a request for information disclosure, we have the right to provide the party with your contact information and other necessary information to facilitate the completion of the transaction or the settlement of disputes;

5.3.2.5 Other necessary disclosures required in accordance with our "[Privacy Protection Policy](#)".

5.4 You should ensure that if you register a domain on behalf of a third party, then:

5.4.1 For third-party individuals whose personal data has been provided to us by you, you have sent a notice to them, and the notice is equivalent to the explanation we have stated to you under Article 4.2;

5.4.2 At the same time, you should also ensure that you have obtained the personal consent of this third party, and that the consent is equivalent to the consent mentioned under Article 5.3.

5.5 We promise that with regard to the personal data we collect from you in accordance with Article 5.2, we will

5.5.1 take reasonable precautions to protect your personal data from loss, misuse, or any unauthorized access or disclosure, alteration or destruction.

5.5.2 will not process the personal data collected from you in ways that are inconsistent with the purpose of providing notice to the registered domain holder and other restrictions in Article 5.2.

6. Domain Service Fee

6.1 You understand and agree that we have the right to set prices independently by the registrar, including:

6.1.1 We have the right to decide whether to charge for the service, and the charging standards. For free services, we reserve the possibility to charge for such services in the future.

6.1.2 We have the right to formulate different charging standards, preferential and promotional policies for domain services at different periods, based on the prevailing market conditions and our own operating policies.

6.1.3 You agree that we will not be liable for any disputes arising from the adjustment of the charging standard s, except as expressly provided by law.

6.1.4 Other reasonable rights related to pricing.

6.2 You can use a billing name and address that is different from the name and address provided in the registration data to make payments to us. However, the person or entity that pays for the domain registration service does not mean that it has the control or ownership of the registered domain. When you perform operations such as domain renewal, you should obtain the consent of the domain holder. Your payment behavior with us will be deemed to have obtained the legal authorization of the domain holder, and you shall be responsible for your payment behavior.

6.3 You agree to pay the relevant fees in accordance with the domain service charging standards and payment time announced by us. You further agree:

6.3.1 Unless otherwise agreed in this Agreement, after the domain registration or renewal is successful, the paid fees will not be refunded, regardless of whether there is a domain change, transfer, suspension, or deletion.

6.3.2 The fees for domain registration, renewal, and transfer for each TLD are variable.

6.3.3 For each domain registration, renewal, transfer and other operations, the charging standards at the time of payment will be applied.

6.3.4 For a domain registered under a certain TLD, in addition to the price of a standard domain, the registration and renewal prices of certain domains may be different from the prices of other domains, and the registration and renewal prices of such domains are variable. For example: registration and renewal prices of advanced domains (such as premium ones).

6.3.5 In any case, the discounts or promotional policies we provide to you are our one-time additional discounts.

6.3.6 If your registered domain is canceled or transferred due to violation of this clause, the domain fee you have paid will not be refunded.

6.4 Regarding the funds under your account, you need to understand and agree to the following matters:

6.4.1 You can select the payment method through the instruction on the payment page. If you choose to top up to your account on the eName platform, it is your voluntary deposit. The withdrawal of funds under the account must be processed in accordance with the withdrawal rules of the eName platform;

6.4.2 If your account balance is not enough to pay for the current service, you will not be able to handle other services other than payment.

7. Service Term and Termination

7.1 The term of this Agreement is effective from the day you use the domain registration service for the first time, and remains valid, as long as you always have an account with eName for domain registration or continuous use of domain registration services, unless eName terminates the service in accordance with Article 7.2.

7.2 If one of the following situations occurs, our domain service will be terminated:

7.2.1 You transfer the domain to other domain server/other domain registrar;

7.2.2 You fail to pay/renew on time, the domain expires and the service is terminated, unless you renew/restore the expired domain, and hold the domain again;

7.2.3 Your subject qualification does not exist or dies and there is no heir;

7.2.4 We terminate the service due to discovering that you have used deception, concealment and other illegal means to obtain domain registration, or seriously violate the provisions of this Agreement;

7.2.5 The domain registry terminates the service or notifies us to terminate the service;

7.2.6 We cancel the domain based on your application for domain cancellation;

7.2.7 We terminate the service according to the rulings, notices, etc. of relevant rights/judicial authorities (including but not limited to courts, domain dispute resolution providers, etc.);

7.2.8 We terminate the service because we have determined that you have infringed, violated national or local laws and regulations based on our own cautious judgment ;

7.2.9 In view of the limitations and relativity of network security technology and the unpredictability of such behaviors, if your domain causes our domain resolution server to encounter computer virus, network intrusion and attack damage (including but not limited to DDOS), and other matters or behaviors that endanger network security, which brings harm to us or your other domains, networks or servers (including but not limited to local, foreign and international networks, servers, etc.) with us, or affect our smooth communication with the Internet or our specific network, server and our internal, we can decide to suspend or terminate the service.

8. Liability Exemption and Limitation of Liability

8.1 You know and agree,

8.1.1 To the fullest extent permitted by law, compensate, defend and protect the domain registry and its designated agencies and their subcontractors, us and their respective directors, managers, employees, agents and their affiliates from suffering any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and costs incurred or related to your domain registration or use for any reason.

8.1.2 You also agree that this compensation obligation will continue to be effective after the termination of this Agreement or the expiration of the time limit.

8.2 You understand and agree that we shall not be liable for your losses in the following situations, except as expressly stipulated by law:

8.2.1 We are not liable if we are unable to provide you with domain services due to force majeure or other unexpected events. "Force majeure, unexpected events" refer to objective events that cannot be foreseen, cannot be overcome, and cannot be avoided, and have a significant impact on one or both parties, including but not limited to natural disasters such as floods, earthquakes, epidemics, etc., and social events such as wars and turmoil, government actions, interruption of telecommunications backbone lines, etc.

8.2.2 In view of the particularity of the Internet, we should not be responsible for any losses caused to you by reasons such as hacker attacks, interruption of Internet connectivity or system failures, or interruption of connectivity caused by the telecommunication sector, etc.

8.3 You understand and agree that after the domain registration is successful, if your registered domain is lost or canceled due to our fault, and causes you losses, our liability is limited to the annual fee you paid us for the domain operation and management. We are not liable for your other direct or indirect losses, the disappearance of business opportunities, profits loss, infringements, other intangible losses, and the losses suffered based on contracts signed by you and others.

9. Dispute Resolution

9.1 You understand and agree that if a domain registered by another person conflicts with your prior rights or "backordering your domain", or the domain you intend to register conflicts with another person's prior rights or "backordering another person's domain", then:

9.1.1 You should resolve with the third party yourself to ensure that we are not involved in any of the above disputes.

9.1.2 You agree that when the above dispute occurs, without prejudice to the relevant jurisdictions that may be applicable, you accept the court jurisdiction of the following locations: a. Your address in the domain registration information; b. Our registrar's principle office ; C For ccTLDs, it also includes the location of the domain registry, etc. (For example, for .CN and .中国 domains, it should also include the location of CNNIC).

9.1.3 You agree that when your registered domain enters the appeal, administrative, and legal procedures of the government, administrative or judicial institutions due to the above disputes, we have the right to take any actions deemed necessary based on our own judgment, including performing relevant actions on the domain to comply with the actions or requirements of government, administrative or judicial institutions until the dispute is resolved. In this case, you further guarantee that we will not be harmed by any of the above actions taken.

9.2 You understand and agree that when a dispute arises between you and us regarding our provision of various services under this Agreement,

9.2.1 Both parties shall settle the matter through friendly negotiation; If the negotiation fails, both parties agree to bring a lawsuit to the Siming District People's Court of Xiamen City, where our main business is located.

9.2.2 The law of the People's Republic of China shall apply to the settlement of the above disputes.

10. Special Terms for Specific TLDs

10.1 For the "regulated top-level domains" claimed by the relevant domain registry, you agree to comply with the following requirements:

10.1.1 Comply with all applicable laws including privacy rights, data collection, consumer protection (including misleading and deceptive behaviors), fair loans, debt collection, organic agriculture, data disclosure and financial disclosure;

10.1.2 If you want to collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures corresponding to the relevant services provided in accordance with the definition of applicable laws.

10.2 For the "highly regulated top-level domains" claimed by the relevant domain registry, in addition to complying with all the provisions of Article 10.1, you further agree to comply with the following requirements:

10.2.1 The latest Administrative contact information shall be provided for complaint notification or registration abuse report, as well as the contact information of relevant management or industry self-regulatory agencies and main business institutions;

10.2.2 You claim that you hold all necessary authorizations, licenses, permits and/or other organization certificates related to such domains;

10.2.3 You should report any changes in your authorizations, licenses, permits, and/or other materials related to the validity of the organizations participating in such domains to ensure that you continue to comply with applicable regulations and licensing requirements and to engage in activities that meet the interests of consumers.

10.3 For the "specially protected top-level domains" claimed by the relevant domain registry, in addition to complying with all the provisions of Article 10.1 and 10.2, you should also agree that if it is not affiliated with the military of one or more countries/regions or governments or without its sponsorship or authorization, reasonable measures will be taken to avoid misrepresenting or falsely implying the existence of such affiliation, sponsorship or recognition. "Specially protected top-level domains" include: .army, .navy, and .airforce.

10.4 For Chinese ccTLDs ending with ".CN", ".中国", ".公司", ".网络", you agree to:

10.4.1 We have the right to review your domain registration application in accordance with the provisions of the "Administrative Measures on Internet Domain Names" or the requirements of CNNIC, and delete domains that violate the provisions of the "Administrative Measures" or the requirements of CNNIC. We are not responsible for the impact and consequences of this deletion;

10.4.2 You understand that registering the domain with the above suffix will also obtain the simplified and traditional form of the domain. You must configure the same resolution record for all the simplified and traditional forms of the domain with the above suffix.

11. Other

11.1 You understand and accept that, according to the requirements of the Chinese domain authority, when registering and using a domain in China, you must accept the naming verification and real-name verification of the domain. The domain cannot be resolved before the real-name verification of the domain is completed.

11.2 If this Agreement is inconsistent with the relevant clauses previously signed by both parties or the relevant statements of eName, this Agreement shall prevail.

You once again guarantee that you have fully read and understood the above domain service terms and voluntarily formally enter the online domain registration/transfer/renewal/restore or other follow-up procedures, and accept all the above terms and conditions.