Note: Substantive modifications and updates to the previous .AF Registrant Agreement are highlighted in yellow.

This **REGISTRANT AGREEMENT** (the "Agreement") is entered into, by and between the .AF domain name registrant ("Registrant") and the **ICT Directorate Ministry of Communications and IT** ("NICAF"). Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .AF TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.

TERMS AND CONDITIONS:

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

The .AF registration rules
The .AF TLD Policies, including:
  • The Privacy and WHOIS Policy
  • The NICAF .AF Acceptable Use Policy ("AUP")
  • The NICAF .AF Complaint Resolution Service rules and policies
  • Other NICAF rules or policies that are now, or may in the future, be published by NICAF.

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

NICAF may modify the NICAF Policies from time to time. NICAF shall post (publish on or link to) the NICAF Policies on NICAF's web site (http://www.nic.af). Revised NICAF Policies become effective when posted online. NICAF may inform registrants of changes to NICAF Policies via email and the Registrant agrees that such email shall not be considered spam; however, NICAF shall not be obligated to provide such notice via email.

The Registrant's use of the .AF Domain name(s) following the effective date constitutes the Registrant's acceptance of the revised NICAF Policies. In the event that the Registrant does not wish to be bound by the revised NICAF Policies, the Registrant's sole remedy is to cancel the registration of the .AF Domain name(s), following the appropriate NICAF Policies regarding such cancellation.

2.   *Registration Fee.* The Registrant shall pay to an accredited registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited registrar. Payment of Registration Fees shall be made in accordance with the requirements of the accredited registrars and NICAF Policies are effective at the time a domain and associated contact and delegation records are inserted in the registry. 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 registration fees owed to NICAF by such registrar; NICAF will not be bound to accept any Application or include delegation records in a .AF Zone until registration fees are paid. It shall not be the duty of NICAF 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 .AF Domain name shall continue for the term specified in an accepted Application (the "Term"), subject to NICAF'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 .AF TLD registry in connection with registration of the .AF Domain name(s) or otherwise ("Registrant Information") will, during the Term, comply with the NICAF Policies and is and will remain **true**, **current, complete, accurate, and reliable**; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying their Registrar (or NICAF) immediately of a change to any such information in accordance with the appropriate NICAF Policy relating to modifications to the Registrant Information.

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 lodgement with NICAF. NICAF reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the .AF Domain name if (i) information provided by the Registrant to NICAF appears, in NICAF's 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 NICAF to terminate this Agreement immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.

(i)   The Registrant acknowledges that all personal information about the Registrant which is supplied to NICAF or an accredited registrar may be publicly disclosed to third parties and used to maintain a public "WHOIS" service, provided that such disclosure is consistent with the NICAF Policies.

(ii)   Registrants must provide the following information to NICAF or its accredited registrar:

- 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 and True postal address of the Registrant.

- Working and True e-mail address of the Registrant.

- Working and true telephone number for the Registrant, including country code, area code, and proper extension, if applicable.

Providing true, current, complete, and accurate contact information is an absolute condition of registration of a .AF Domain name within the .AF 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, NICAF may terminate, suspend or place on hold the .AF Domain name(s) of any Registrant without notification and without refund to the Registrant; and

(iii)   The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications regarding the .AF Domain name or other .AF domains registered by them.

(iv)   The Registrant may be requested to submit content, material, web page(s) or URL(s) accessed through the NICAF network to the operators of Internet content filters, and such request shall be a binding obligation.

(v)   The Registrant grants an irrevocable licence to NICAF and it's agents a right to access, monitor and scan any content published publicly including where such processes may involve an intrusion or cause a potential 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 .AF Domain name, the Registrant ratifies and is bound by this Agreement (including the NICAF 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. NICAF 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 NICAF that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly

advised the Registrant of the terms and conditions of this Agreement (including the NICAF Policies incorporated into this Agreement).

6. *Scope of Registration.* On payment of the Registration Fee to the registrar and after payment by the registrar to the NICAF 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 .AF Domain name, subject to continuing compliance with the terms of this agreement and .AF TLD Policies, for the Term. However, The Registrant will not sub-licence, use, display, exploit, or register a .AF Domain name in any manner which, in the sole discretion of the NICAF or its delegee, may constitute illegal activity or cause or permit any contravention or violation of NICAF 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 NICAF to terminate this Agreement or take such other action as it deems desirable without any refund of the Registration Fee.

NICAF or an accredited registrar may, in such party's sole discretion, refuse registration of or discontinue to provide services with respect to the Registrant's desired .AF 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 NICAF or any violation of the NICAF Policies.) Neither NICAF nor an accredited registrar shall be liable for any loss, damage, or other injury whatsoever, including economic or consequential loss, resulting from NICAF or registrar's refusal to register or to discontinue services in relation to the Registrant's desired .AF 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, the NICAF 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 (or related parties) of portions of, the .AF Domain name;

(iii) to the best of the Registrant's knowledge and belief, neither the registration of the .AF 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 .AF Domain name in good faith, and in accordance with the .AF AUP, laws of Afghanistan, international law, and applicable state laws and regulations, and will not use the .AF Domain name in any way which may violate a subsisting right of NICAF 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 NICAF of any actual or threatened proceedings brought in respect of the words used as or incorporated in the .AF Domain name whether by or against the Registrant;

(viii) the Registrant will not, directly or indirectly, through registration or use of the .AF Domain name or otherwise:

(a)   register a .AF Domain name for the purpose of unlawfully diverting trade from another business or website;

(b)   deliberately register as a .AF 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 .AF Domain name unless such security interest or other encumbrance does not exceed the limited rights of the Registrant in the .AF Domain name, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose obligations on the NICAF beyond the obligations owed by the NICAF 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 NICAF Policies for registering and using the .AF 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 .AF Domain name complies with the NICAF 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 NICAF Acceptable Use Policy), whether incorporated directly into or linked from a web site resolved via a .AF 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 .AF Domain name and of any web page or URL accessed by or utilising the .AF Domain name will comply with the requirements of the NICAF Acceptable Use Policy and NICAF 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 the NICAF Policies) will be considered a material breach. In the event of such material breach, NICAF 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 NICAF that there is no breach of this Agreement or NICAF Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to NICAF's satisfaction, NICAF may cancel the Registrant's registration of and licence to use the .AF 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 NICAF did not act earlier in response to the breach by Registrant. In the event of a breach which, in the opinion of the NICAF or an accredited registrar, causes immediate harm to the public interest or the NICAF Network or which violates any applicable law or regulation, then an accredited registrar and/or the NICAF 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 NICAF and accredited registrars with regard to good faith acts by such parties under this Section.

NICAF may delegate authority to:

(i) investigate any breach or potential breach of .AF TLD Policies; and

(ii) take action to cure or sanction any breach or potential breach of .AF TLD Policies; including the authority to automatically suspend use of the .AF Domain name upon detection by a service provider or notification from law enforcement or an Internet security agency that the .AF Domain name may contain malicious software or otherwise violate the AUP. Suspensions may be appealed to directly to NICAF or the Council of Country Code Administrators Incorporated "CoCCA" Ombudsman's office.

In such circumstances neither NICAF, 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 NICAF cannot, and does not, screen or otherwise review any Application to verify that the

Registrant has legal rights to use a particular character string in a .AF Domain name. In the event that any party disputes the Registrant's legal right to use, display, exploit, or register the .AF Domain name in any fashion, including allegations that prohibited material (as defined in the NICAF Acceptable Use Policy) is displayed on or linked to from a website which is resolved via a .AF Domain name, the Registrant shall act in accordance with and agree to be bound by NICAF's Complaint Resolution Policy and Service. The Registrant is strongly encouraged to, prior to applying for registration of the .AF Domain name, perform a trademark search with respect to the acronyms, words and/or phrases comprising the .AF Domain name. The Registrant will be solely liable in the event that the Registrant's use of a .AF Domain name constitutes an infringement or other violation of a third party's rights.

10. *Indemnity.* The Registrant shall defend, indemnify, and hold harmless NICAF, the registry operator, accredited registrars and such parties' officers, directors, shareholders, owners, managers, employees, agents, contractors, affiliates, lawyers and attorneys ("NICAF 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 .AF Domain name itself, including the Registrant's use, display, exploitation, or registration of the .AF Domain name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the .AF 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, NICAF **AND THE** NICAF **RELATED PARTIES** SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, SUSPENSION, TERMINATION OR THE 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 NICAF RELATED PARTIES), OR OTHERWISE. ADDITIONALLY, NICAF AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NICAF 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 NICAF OR A NICAF RELATED PARTY TAKES ACTION WITH RESPECT TO A .AF DOMAIN NAME PURSUANT TO THIS AGREEMENT OR .AF TLD Policies, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY NICAF, A NICAF RELATED PARTY, BY OR THROUGH THE NICAF COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NICAF AND NICAF RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF NICAF OR NICAF RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF NICAF OR NICAF 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 NICAF, 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, NICAF AND NICAF 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 FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED 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 .AF TOP LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF NICAF OR NICAF RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF NICAF OR NICAF RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR NICAF OR NICAF RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE SHALL BE, AT THE SOLE DISCRETION OF NICAF OR NICAF RELATED PARTIES, THE RESUPPLY OF THE SERVICESOR 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 NICAF OR NICAF RELATED PARTIES BY THE REGISTRANT.

12. *Notices.* Notices to NICAF 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:

Afghanistan NIC
In Care of: Council of Country Code Administrators Incorporated
11a Wynyard Street, Devonport
Auckland, New Zealand

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 Ex press) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the NICAF or a NICAF Related Party, by email or fax to the Registrant Information.

13. *Governing Law / Forum Selection.* For all disputes in which the NICAF may be or is a party to the dispute, this Registrant Agreement shall be exclusively governed by the laws of Afghanistan applicable to contracts made and performed in Afghanistan, without regard to conflict of laws principles. The Registrant hereby consents to the exclusive personal jurisdiction of the courts of Afghanistan, for any and all claims or disputes directed against the NICAF and which arise out of, purport to enforce, construe, or otherwise relate to the .AF Domain name, this Agreement, or NICAF Policies. The exclusive venue for such action shall be the Courts of The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the NICAF, disputes not involving the NICAF as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between and accredited registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited registrar); provided, however, that no such separate agreement may modify or waive either NICAF's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in Afghanistan and the courts of Afghanistan for disputes in which the NICAF is or may be a party, as described above.

14. *OWNERSHIP OF INFORMATION AND DATA.* Registrant agrees and acknowledges that NICAF and/or any NICAF delegee shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s), and all information and derivative works generated from the domain name database(s) and that such domain name database may include, without limitation, any information supplied by Registrant or by the Registry Operator that appears or should appear in the WHOIS or similar information repositories, and any other information generated or obtained in connection with providing domain name registration services.

15. *Severability.* If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of NICAF 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 NICAF Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and NICAF relating to the .AF 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 NICAF relating to the .AF Domain name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the .AF 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 NICAF without NICAF'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 NICAF even though the Registrant's Application may be dispatched electronically, and even though NICAF 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 NICAF 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, 10, 11 and 14 shall survive the expiry or termination of this Agreement.

THIS AGREEMENT IS EFFECTIVE AND BINDING as of the date of acceptance hereof by NICAF (i.e., the date of registration of the .AF Domain name).