

Domain Name Service Agreement

This Domain Name Service Agreement is made and entered between Ethiopian Telecommunications Corporation here in after referred to as “ ETC “ and
Org _____ Address: Woreda _____ Kebele _____
H.No. _____ Tele. _____ E-mail _____ here in
after referred to as the “ Customer “ in the following terms and conditions.

Article 1: The Purpose of the Agreement

ETC has agreed to provide Internet Domain name registration and related service in accordance with the terms and conditions stated herein below.

Article 2: Fees, Charges and Payment

2.1 The Customer has agreed to pay fees and charges for the subscribed services as indicated here below:

- A) Domain name service charge annual fee birr 500/year
- B) Set up fee birr 418
- C) 15 % sales tax shall be added to the above.

2.2 The Customer has agreed to pay fees and charges with in 7 days from the due dates for the above-mentioned fees and charges.

2.3 ETC has the right to make change on fees and charges after due notice to the Customer.

Article 3: Obligations of the Customer

3.1 The Customer shall provide the required information for the registration of the domain name in accordance with the attached application form.

3.2 The Customer shall have the following obligations:

- A) to provide accurate, reliable and correct information,
- B) to use the service in accordance with the rules and regulations of the corporation and for the authorized purpose only,
- C) to use the service in accordance with the laws of the country,
- D) not to use the service for illegal and immoral purposes.

Article 4: Obligation of ETC

4.1 ETC has agreed to provide the subscribed services within 6 working days after the receipt of required information and payment of subscription fee.

4.2 ETC has agreed to reserve the domain name to the Customer as per terms of this agreement.

4.3 ETC has agreed to provide the required technical support in the installation and maintenance of the service.

Article 5: Unauthorized use of the Service

5.1 The Customer shall control and be responsible for any use of the service.

5.2 The Customer shall communicate to ETC the authorized users of the service. Such authorization does not relieve the Customer from all obligations under this contract.

Article 6: Temporary Disconnection

ETC shall have the right to disconnect the service on the following conditions when:

6.1 the customer fails to pay the required fees and charges within 7 days from the due dates,

6.2 the Customer violates the terms and conditions of this agreement.

Article 7: Warranty

7.1 The Customer shall give warranties to the best of his knowledge and belief that the domain name and all information provided directly or indirectly do not infringe legal rights of third parties and are accurate and correct.

7.2 ETC makes no warranties of any kind what so ever expressed or implied for the registration or use of domain name. This agreement will not immune the Customer even from the challenges to domain name registration or from suspension, cancellation or transfer of the domain name registered.

Article 8: Change of orders

ETC may modify, amend or change the terms of this agreement and the domain name registration due to legal, technical and commercial reasons with a prior written notification to the Customer.

Article 9: Disclosure and use of Information

9.1 The Customer has agreed and acknowledged that all information provided under this contract will be available to third parties.

9.2 The Customer unconditionally waives any and all claims and causes of action it may have arising from disclosure and use of information.

9.3 ETC may make available domain name registration information publicly or directly available to third parties.

9.4 ETC will have guidelines on disclosure or use of information provided by the Customer in connection with the registration of domain name.

9.5 ETC will take reasonable precaution to protect the information obtained from loss, use, unauthorized access or disclosure or alteration or destruction of information.

Article 10: Reserved Rights

10.1 ETC shall have exclusive ownership rights in the domain name databases and all information and derivative works generated from the domain name databases.

10.2 The Customer hereby agrees non-exclusive, world wide, perpetual, irrevocable rights, which include the rights to copy, distribute, display, transform, transmit and prepare derivative works of the following information;

- A) the original creation data of registration,
- B) the expiration data of registrations,
- C) the name, postal address, email address with telephone, in different contracts,
- D) any remarks concerning the registered domain name that appear or should appear in the data base,
- E) any other information generated or obtained in connection with the provision of domain name registration.

Article 11: Limitations of Liability

11.1 ETC will not be liable, under any circumstances, for any of the following events:

- A) suspension or loss of your domain name registration,
- B) use of your domain name registration,
- C) interruption of business,
- D) access delays or access interruptions to this site or the web site(s) to the domain name registered,
- E) data non-delivery, mis-delivery, corruption, destruction or other modification,
- F) application of any similar governmental policies.

11.2 ETC also will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if ETC has been advised of the possibility of such damages.

Article 12: Termination for Default

12.1 ETC may terminate the agreement at any time with one-month prior notice for any material breach.

12.2 ETC shall have automatic right to terminate the agreement with out written notice on the following grounds:

- A) if the Customer fails to pay fees and charge within 7 days from the receipt of notice,

- B) if the Customer assigns, transfers the subscription to third party with out the agreement of ETC,
- C) if the Customer has used the service for illegal purpose and it is found to commit Fraud,
- D) if ETC discovers the bankruptcy of the Customer,
- E) if ETC could not provide the service for technical reasons.

12.3 If the Customer fails to cure material breach within one month from the period of notice.

Article 13: Notice

Both parties shall give one month notice to either party before termination of the agreement for any other reasons which are not mentioned under art: 12 of the agreement.

Article 14: Assignment and Transfer

The Customer shall not assign, transfer, or sublease the service with out prior written consent of ETC.

Article 15: Governing Law

The construction, validly and interpretation of this agreement shall be governed by the laws of Ethiopia.

Article 16: Settlement of Disputes

Any dispute, controversy, difference or claims arising out of the execution of the contract may be settled amicably. In case of failure to reach in to an agreement, the case may be referred to the court in accordance with the pertinent laws of Ethiopia.

Article 17: Duration and effective date

17.1 This contract shall come into force from date of signature of this agreement and it shall remain valid for one year.

17.2 The validity period of this contract will be automatically renewed for another one year unless either of the parties with prior one month written notice notifies the other party his intention to terminate the agreement.

Addis Ababa _____

for and on behalf of ETC

for and on behalf of the Customer

Full Name

Full Name