

# .asia Trustee Agreement

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New Zealand

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## 1 Definitions

### 1.1 The Registrar

The registrar is the legal entity registering the domain in behalf of the customer. He provides an interface for the registration of domain names between the registrant and the registry.

### 1.2 The Trustee

domarino LTD is a consulting company offering services around domain registration and the creation of systems offering these services. domarino LTD is based on high profile programmers that have all several years of experience in programming large scale internet applications for business leaders worldwide. domarino LTD is registered at the following address:

domarino LTD  
PO Box 558  
5254 Paraparaumu  
New Zealand

and is named *the trustee* hereafter.

### 1.3 CED Contact

The CED Contact is defined in the .ASIA Charter Eligibility Requirement Policies which can be found on the .asia web site (<http://dotasia.org>). As defined in that policy the CED contact is a contact that can act on behalf of the registrant contact and is only needed if the registrant contact is based outside the .asia region.

domarino LTD acts as trustee in the CED contact for the registration of domains through the above mentioned registrar. The terms CED contact and trustee are used interchangeable in the contract hereafter.

### 1.4 Registrant Contact

The registrant contact also referred to as *registrant* is the legal entity registering the domain. This may be a natural person or a company or any other legal entity that is entitled to register a domain under the terms of the .asia policy.

## 1.5 .asia Registry

.asia is the registry offering the registration of the .asia TLD and is therefore the only valid entity defining rules for the registration and management of a .asia domain. The .asia registry is also named *the registry* hereafter. Further information can be found on <http://dotasia.org>.

## 2 Obligations of the Trustee

The trustee ensures that he accepts all requests made in his name as long as his actions are in accordance to the rules of the .asia registry and the definitions in the Charter Eligibility Requirement Policies.

The trustee has no what so ever responsibility for the technical setup of the domain and is sole responsible for the redirection of information and requests and the duties defined in the policy respectively.

The trustee ensures that he acts according to the wish of the registrant expressed via the registrar. If the trustee has to act in order to prevent the registrant or himself from bigger risks the trustee is entitled to do so without prior notice to the registrant and the registrar respectively if he notifies them after or during the action taken. These actions might only be taken if the trustee ensures that he acts due to the best understanding of the wishes of the registrant and only if the registrant or the registrar can not be involved for any reason.

The trustee does not evaluate the registration in any way and therefore is not responsible for any violations of the policy of the registry that might be applicable.

The trustee acts only as an intermediary between registry and the registrant and does not guarantee the registration or the ongoing ownership of the domain.

## 3 Obligations of the Registrar

The registrar ensures that he uses this CED contact for domain registrations of registrants located outside the .asia region.

The registrar ensures that the registrant is informed about the trustee contract and ensures that the registrant knows his obligations defined in this contract.

The registrar agrees that the trustee is entitled to act according to requests of the registry and any other legal entities responsible for relevant judgement about the domain name.

The registrar ensures that he keeps the trustee free of financial obligations that might arise out of the usage of the trustee as a CED contact.

The registrar provides an interface that enables the trustee to see the domains connected to his contact and the relevant meta data like registrant information and registration period.

## 4 Obligations of the Registrant

The registrant ensures that he acts according to the applicable law and the policy of the registry. The registrant ensures that he does not try to register domain names that might violate the policy of the registry.

The registrant ensures that he does not use the domain or content related to the domain in any way that violates applicable law or policies.

The registrant agrees that the trustee is entitled to act according to requests of the registry and any other legal entities responsible for relevant judgement about the domain name.

The registrant ensures that he keeps the trustee free of financial obligations that might arise out of the usage of the trustee as a CED contact.

The registrant accepts that in case of any violation of the contract or parts of contract the trustee is entitled to charge a fee up to NZD 10.000\$. This fee might be charged due to legal inquiries or prosecution of the trustee due to violation of applicable law based on content or unlawful use of the domain.

The registrant is responsible for removing domarino LTD as the CED contact from the domain if the domain is transferred to a registrar that uses a different trustee.

## 5 Term and Termination

This contract is bound to the registration of the domain name and can not be negotiated separately. This contract terminates with the termination of the domain or with the transfer of the domain to a registrar using a different trustee. This contract is part of the registration of the .asia domain you registered via your registrar.

## 6 Final Definitions

This contract is valid only as a whole and may not be modified or interpreted in parts nor can parts be excluded. Changes to this contract have to be made in written form and need the written agreement of both parties.

The contract is made under the applicable law in New Zealand and the court of jurisdiction is Wellington, New Zealand.