



# Bangladesh Telecommunications Company Limited

## .BD Domain Name Registration Agreement

This Agreement (herein after called "Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20  
in \_\_\_\_\_ by and between

(a) The Bangladesh Telecommunications Company Limited ("BTCL"), 37/E Eskaton Garden, Dhaka-1000, Bangladesh as the first party,

And

(b) \_\_\_\_\_ (Please fill up)  
the registrant for **.BD** Domain Name ("Registrant") as the 2nd party.

### 1. Description of the Agreement

This **.BD** Domain Name Registration Agreement ("Agreement") sets forth the terms and conditions for using the Domain Name registration services of BTCL to register an Internet Domain Name. By signing this Agreement from the Registrant acknowledges that he has read, understood, and agreed to be bound by all terms and conditions of this Agreement, the accompanying fee schedule, the Dispute Policy and any rules or policies that are or may become effective when published / circulated by BTCL.

### 2. About BTCL

BTCL is an accredited registrar with the Internet Assigned Numbering Authority (IANA). **.BD** Top Level Domains ("TLD".) IANA oversees the **.BD** TLDs. The Registrant agrees that BTCL may modify this Agreement as necessary to comply with its agreement with IANA. BTCL may accept or reject the Domain Name registration application for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration of a prohibited Domain Name.

### 3. Selection of a Domain Name

It is the duty of the Registrant to check and investigate to see whether the Domain Name that he selected or its use infringes legal rights of others. The Registrant may wish to consider seeking one or more trademark registrations in connection with his Domain Name. The Registrant should be aware that there is the possibility BTCL might be ordered by a court to cancel, modify, or transfer his Domain Name. The Registrant should be aware that if BTCL are sued or threatened with lawsuit in connection with his Domain Name, BTCL may turn to the Registrant to hold harmless and indemnify BTCL, pursuant to the indemnification provision below.

### 4. Information to be Submitted

As part of the registration process, the Registrant is required to provide and update certain information as needed to keep it current, complete and accurate. The information that must be provided in connection with the Domain Name are given in **.BD** Domain Name Application form. For renewal of the Domain Name registration, the type of information that is required to be provided may have changed. If the Registrant does not wish to provide the new required information, the registration may not be renewed.

### 5. Obligations Relating to Provided Data

In the event that, in registering the Domain Name, the Registrant is providing information about a third party, the Registrant hereby represents that (1) he has provided notice to that third party of the disclosure and use of the third party's information as set forth in this Agreement, and (2) that the Registrant has obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

Willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of his the Domain Name registration. The Registrant's failure to respond for over fifteen (15) calendar days to inquiries by BTCL concerning the accuracy of contact details and associated with the registration shall constitute a breach of this Agreement and will be sufficient basis for cancellation of the Domain Name registration.

### 6. Disclosure and Use of Registration Information

BTCL will make available the Domain Name registration information the Registrant provided or that BTCL otherwise maintain to IANA, to registry administrator(s), and to other third parties as IANA and applicable laws may require or permit. BTCL may make publicly available, or directly available to third party vendors, some, or all, of the Domain Name registration information provided, for purposes of inspection (such as through our the 'WHOIS' service), or for targeted marketing and other purposes as required or permitted by IANA and applicable laws.

Additionally, the Registrant acknowledges that IANA may establish guidelines, limits and / or requirements that relate to the amount and type of information that BTCL may or must make available to the public or to private entities, and the manner in

which such information is made available.

The Registrant hereby consents to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by him in connection with the registration of a Domain Name (including any updates of such information), whether during or after the term of his registration of the Domain Name. The Registrant hereby irrevocably waives any and all claims and causes of action he may have arising from such disclosure or use of your Domain Name registration information by BTCL.

#### **8 Fees and Payment**

The Registrant hereby agrees to pay BTCL, at the time of submitting the application for registration, the fees as set forth in the BTCL PRICE SCHEDULE, which is incorporated into this Agreement by reference, for the initial registration of the Domain Name and, should the Registrant choose to renew the registration, subsequent renewals of the registration.

All fees / charges shall have to be paid in advance or within the specified time, failing which may lead to suspension or cancellation of this Domain Name registration.

All fees are non-refundable, in whole or in part, even if the Registrant's Domain Name registration is suspended, cancelled or transferred prior to the end of this then current registration term. BTCL reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. The use of the services by the Registrant after any such changes become effective will be deemed as his acceptance of those charges.

The Registrant will be notified when renewal fees are due. Should these fees go unpaid within the time specified in a notice regarding renewal, the registration will be canceled. Payment must be made in Cash or such other method as BTCL may indicate in the registration application or renewal form.

#### **9. Dispute Policy**

The Registrant agrees to be bound by the BTCL Domain Name Dispute Policy ("Dispute Policy"), which is hereby incorporated by reference and made a part of this Agreement. Any disputes regarding the right to use the chosen Domain Name are subject to the Dispute Policy provisions in effect at the time the Domain Name registration is disputed by a third party, in the event such a dispute arises. The Registrant also agrees that, in the event a Domain Name dispute arises with any third party, the Registrant will indemnify and hold BTCL harmless pursuant to the indemnification provision below.

#### **10. Change of Ownership**

Prior to the effectiveness of any transfer of ownership of the Registrant's Domain Name to another entity, the Registrant will pay BTCL the then-current amount set forth in the PRICE SCHEDULE for the transfer of ownership of a Domain Name. As a condition of any such transfer of ownership of the Domain Name, the entity to which the Registrant seeks to transfer the Domain Name (the "Transferee") shall agree in writing to be bound by all terms and conditions of this Agreement. The Domain Name will not be transferred until BTCL receives such written assurances, and actual payment of the transfer fee, or reasonable assurance of payment of the transfer fee from some other entity (such reasonable assurance as determined by BTCL in its sole discretion). If the attempt to transfer the Domain Name registration without paying BTCL the then-current amount set by BTCL for the transfer of ownership of a Domain Name, or if the entity to which the Registrant seeks to transfer the Domain Name fails to agree in writing to be bound by all terms and conditions of this Agreement, any such transfer will be null and void, and will result in the Domain Name registration being revoked without a refund of any charges incurred in attempting to register or transfer that Domain Name.

#### **11. Modifications to Agreement, Price Schedule and Dispute Policy**

During the period of this Agreement, BTCL may: (1) revise the terms and conditions of this Agreement, the Price Schedule and Dispute Policy; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on BTCL web site. It is the duty of the Registrant to review BTCL web site periodically to be aware of any such revisions. The Registrant's continued use of the Domain Name shall constitute his acceptance of this Agreement, Price Schedule and the Dispute Policy with the new modifications. If the Registrant does not agree to any of such changes, he may request that his Domain Name registration be cancelled or transferred to a different Domain Name Registrar. Such cancellation or request for transfer will be his exclusive remedy if the Registrant does not wish to abide by any changes to this Agreement, Price Schedule or Dispute Policy.

#### **12. Ownership of Data**

The Registrant agrees and acknowledges that BTCL owns all databases, compilations, collective and similar rights, title and interests worldwide in BTCL's Domain Name database, and all information and derivative works generated from the Domain Name database.

#### **13. Acceptable Use Policy**

BTCL reserves the right to suspend or cancel the Registrant's Domain Name in the event the Registrant intentionally register a Domain Name for one or more of the following purposes:

- i) To send unsolicited e-mailings to more than twenty-five (25) e-mail users, if such unsolicited e-mailings could reasonably be expected to provoke complaints;

- ii) The falsification of user information provided to BTCL or to other users of the services in connection with use of a BTCL services;
- iii) The use of BTCL services for illegal activities and activities harmful to others computers, data, software or networks including but not limited to, hacker activities, virus creation and distribution, e-mail bombs etc.;
- iv) To use BTCL services to post the following on the Internet:
  - a. Copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to, offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, copyrighted images; copyrighted texts etc.;
  - b. Displaying material that exploits children under 18 years of age;
  - c. Displaying material that is obscene;
  - d. Providing material that is offensive to the online community, including but not limited to, profanity, bigotry, prejudice, racism, hatred, etc.;
  - e. Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;
  - f. Defaming any person or group;
  - g. Promoting or soliciting for participation in multilevel marketing or pyramid schemes;
  - h. Gathering personally identifiable information for unlawful purposes.
- v) To use BTCL services for propagation of anything subversive of the state or law.
- vi) Above all, the Registrant agrees to use BTCL services only for lawful purposes. BTCL reserves the right to terminate any account for which a hosted domain is found to be in violation of any Bangladesh state law or regulation, including but not limited to, material in violation of Bangladesh copyright law, and material legally judged to be threatening or obscene.

#### **14. Agents and Licenses**

If the Registrant is registering a Domain Name for someone else, the Registrant represents that he has the authority to nonetheless bind that person as a principal to all terms and conditions provided herein, including the Dispute Policy. If the Registrant licenses the use of the Domain Name registered to him to a third party, the Registrant nonetheless remains the Domain Name holder of record, and remains responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both his own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain Name and its registration.

#### **15. Limitation of Liability**

BTCL shall not be liable for any (a) Suspension or loss of a Domain Name registration; (b) Use of the Domain Name; (c) Interruption of business or business losses; (d) Access delays or access interruptions to BTCL's registration system; (e) Data non-delivery, mis-delivery, corruption, destruction or other modification between the registrant and BTCL; (e) Events beyond BTCL's reasonable control; (f) The processing of the application; (g) The processing of any modification to the account associated with the Domain Name; (h) Loss or liability from acts of god or "Force Major"; (i) Loss or liability resulting from errors, omissions, or misstatements in any and all information or services provided under this Agreement; or (j) Application of the Dispute Policy.

BTCL shall 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 BTCL has been advised of the possibility of such damages. BTCL's entire liability, and the Registrant's exclusive remedy, with respect to any services provided by BTCL under this Agreement and any breach of this Agreement is solely limited to the amount the Registrant paid for such services. In no event shall BTCL's maximum aggregate liability exceed the total amount paid by the Registrant for initial registration of the Domain Name, and any renewals thereof in the past five years.

#### **16. Indemnification**

The Registrant hereby agrees to defend, indemnify and hold harmless BTCL and the Domain Name Registry, Network Solutions, Inc, their respective officers, employees, agents, subsidiaries, parents and affiliated companies, (collectively the "Indemnified Parties"), from any and all claims, demands, loss, errors, omissions, causes of action, judgments or awards, including attorneys' fees and expenses resulting from any claim, demand or action arising out of or in any way related to the registration, claim to or use of the Domain Name. Such claims shall include, but shall not be limited to, claims based upon trademark or service mark infringement, trade name infringement, dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or any other claim of damage to business. The Indemnified Parties shall provide written notice to the Registrant of any such claim, demand or action and the Registrant shall thereafter promptly assume the above obligations. The failure of any Indemnified Party to give notice shall not affect the rights of the other Indemnified Party.

#### **17. Representations and Warranties**

The Registrant hereby declares that, to the best of his knowledge and belief, neither the registration of his Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. The Registrant further declares and warrants that all information provided by him in connection with his Domain Name registration is accurate. The Registrant

also attests that he is of legal age to enter into this Agreement.

The Registrant agrees that the use of BTCL services is solely at his own risk, that such services are provided on an "as is," "as available" basis. BTCL expressly disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. BTCL makes no warranty that its services will meet the Registrant's requirements, or that the services will be uninterrupted, timely, secure, or error free; nor does BTCL make any warranty as to the results that may be obtained from the use of the services. Without any limitation to the foregoing, BTCL makes no representations or warranties of any kind that registration or use of a Domain Name under this Agreement will protect the Registrant either from challenges to his Domain Name registration or from suspension, cancellation or transfer of the Domain Name registered to the Registrant.

**18. Breach and Revocation**

BTCL reserves the right to suspend, cancel, transfer or modify the Domain Name registration in the event: (a) the Registrant materially breaches this Agreement (including the Dispute Policy) and does not cure such breach within thirty (30) days of notice by BTCL; (b) the Registrant violates the Acceptable Use provisions above, including but not limited to the use of the Domain Name in connection with unlawful activity; or (c) other grounds arise for suspension, cancellation, transfer or other modification as provided for in this Agreement.

The registration of a Domain Name is subject to suspension, cancellation or transfer by any IANA procedure, by any registrar (including BTCL) or registry administrator procedures approved by an IANA-adopted policy, or by any other TLD registry administrator procedures as the case may be, (a) to correct mistakes by BTCL, another registrar or the registry administrator in administering the name or (b) for the resolution of disputes concerning the Domain Name.

BTCL shall have the right in its sole discretion to suspend, cancel, transfer, or otherwise modify a Domain Name registration upon seven (7) calendar days prior written notice, or at such time as BTCL receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the Domain Name registration.

**19. Governing Laws**

This Agreement, the Registrant's rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the Government of The People's Republic of Bangladesh, except as may be set forth in the Dispute Policy.

**20. Notices**

Any notices required to be given under this Agreement by BTCL will be deemed to have been given if delivered in accordance with the contact information the Registrant has provided.

**21. Severability**

The terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable laws as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect. In the event that any provision of this Policy shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

**22. Non-Agency**

Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

**23. Non-Waiver**

The failure of BTCL to require the Registrant's performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by BTCL of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**24. Entire Agreement**

This Agreement, and the Dispute Policy are the complete and exclusive agreement between the Registrant and BTCL. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedence. This Agreement may not be amended or modified by the Registrant except by means of a written document signed by both the Registrant and an authorized representative of BTCL.

*Signature with Name and Designation (if any)*

*Signature with Name and Designation*

\_\_\_\_\_  
On behalf of the Registrant

\_\_\_\_\_  
On behalf of Bangladesh Telecommunications  
Company Limited