

# Domain Registration and Issue Agreement

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## 1. AGREEMENT

This Domain Registration and Issue Agreement ("Agreement") is between BitRabbit Pte. Ltd. ("Bitrabbit"), as the registrar ("we," "us," "our," or "Registrar"), and you ("you" or "the Registrant"), the person or entity registering a domain or domains through Bitrabbit. This Agreement sets forth the terms and conditions of your use of the domain registration and issue (the "Issue").

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. EXCEPT AS CONTAINED IN THIS AGREEMENT, YOU AGREE THAT NOTHING CONCERNING THIS AGREEMENT HAS BEEN SAID TO YOU.

## 2. NBDOMAIN TECHNOLOGY

The Registrar provides the Issue using NBDomain technology. NBDomain is an open-source blockchain protocol that resolves to the Transmission Control Protocol/Internet Protocol which enables users to access website domains. NBDomain is different from and does not use the Domain Name System ("DNS") protocol in use by the Internet Corporation for Assigned Names and Numbers ("ICANN"). NBDomain is not in any way affiliated with ICANN nor its associates.

Domains by NBDomain ("Domains") are created on a Bitcoin SV blockchain and are permanent and non-reversible. Once a Domain is created for you, the Domain will belong exclusively to you and will not expire. There is no need for a renewal of the Domain. There is no further subscription fee or maintenance fee in respect of the Domain.

All other NBDomain features are provided by application developers and will differ from application to application based on the different offerings and services by each application developer. We are not affiliated with such application developers, and your use of the applications pursuant to their terms and conditions are at your own risk.

## 3. SCOPE OF AGREEMENT

The duty of the Registrar is only to register and issue a Domain to you on a blockchain using the NBDomain protocol. Due to the nature of blockchain technology, the Registrar cannot supervise or monitor, and does not supervise or monitor the use of the Domain by you.

In the event that certain authorities, whether in Singapore or otherwise require us to perform certain duties to comply with relevant legislation, you consent to us executing those duties, and undertake to assist us to comply with those duties in the manner as provided directed by such authority, or by us in our compliance with the directions of such authority. Where costs of compliance with such duties are incurred, you agree to provide indemnity for our conduct of those duties. You also agree to indemnify us of the costs or losses of any non-compliance with the directions of such authority, or with our directions where your compliance is necessary for our own compliance with the directions of such authority.

You agree that your use of the Domain is solely at your own risk. You agree that the Domain is provided on an "as is," "as available" basis. We expressly disclaim 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. We make no warranty that the Domain will meet your requirements, or that the use of the Domain will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Domain or as to the accuracy or reliability of any information obtained through the Domain or that defects in the Domain will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Domain is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Domain or any transactions entered into through the Domain. No advice or information, whether oral or written, obtained by you from us or through the Domain shall create any warranty not expressly made herein.

## 4. FEES

You agree to pay the Registrar, the applicable fees for the issue of the Domain. All fees payable hereunder are non-refundable.

## 5. COMPLETION OF AGREEMENT

You enter into this Agreement from the date that you make payment into our account. This Agreement will complete upon the successful registration of a Domain for you, and your acceptance of that Domain. For avoidance of Doubt, we and you shall deem the Domain to be accepted when all of the following occur:

1. Payment has been made to our account;
2. You have provided instructions on the public key and confirmed that the instructions are correct; and
3. The domain is recorded on a blockchain matching the description of the publickey provided by you.

Notwithstanding the completion of this Agreement, certain terms of this Agreement shall survive as between you and us.

## 6. SELECTION OF A DOMAIN NAME

You represent and warrant to us that, to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party and that the domain name is not being registered for any unlawful purpose.

## 7. NO VIOLATION OF INTELLECTUAL PROPERTY

You represent and warrant that to the best of your knowledge, you have sufficient title and ownership of or possess adequate licenses or other rights to use all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, processes, formulae, trade secrets, customer lists, information, proprietary rights and know-how (collectively, "Intellectual Property") necessary to the conduct of your business as conducted or intended to be conducted.

You represent and warrant that no claim is pending or, to your knowledge, threatened to the effect that your operations infringe upon or conflict with the asserted rights of any other person under any Intellectual Property, and to your knowledge, there is no basis for any such claim (whether or not pending or threatened).

You warrant that you have not received any communications alleging that you have violated or, by registering your Domain as proposed, would violate any Intellectual Property rights of any other person or entity.

You guarantee and undertake to indemnify the Registrar for any breaches of Intellectual Property occasioned by you as a result of the registration and issue of the Domain to you, or your use of the Domain.

## 8. MODIFICATIONS TO AGREEMENT

After the Domain has been registered and issued to you, the Agreement is considered to have been completed. Nonetheless, certain terms will survive the completion of this Agreement as provided by this Agreement.

From time to time, we may issue approved policies, or instruction manuals. These policies are statements of best practice from our perspective and are merely suggestions. They do not constitute further agreements or relationships between us and you or any user, or reader of such approved policy or instruction manual. We do not accept responsibility for your use of these approved policies and do not require you to obey them. If our approved policies are updated, we have no obligation to notify you. If you use any of our policies, they are at your own risk and it is your responsibility to ensure that you are using the policy that is of the most up to date version.

Additionally, the use of the Domain may require the apps or services developed by the open-source community (the "Open-Source Community"), for-profit entities, or other entities. These entities consists of parties affiliated or unaffiliated to us. Your engagement with these parties is each subject to the terms and conditions as negotiated between each entity. We will not be responsible for the supervision of any of these entities, nor any losses incurred as a result of your interactions with any of these entities. You agree to bear all risks associated with the engagement with any member of the Open-Source Community or any other entities, whether affiliated or unaffiliated with us.

#### 9. NO MODIFICATIONS TO YOUR DOMAIN EXCEPT BY YOU

In order to use the Domain provided by us, you must use the private key or the wallet that associated with the public key provided by you when you register the domain with us. If you lose control of your private key or wallet, you lose the control of the domain. Due to the nature of the technology in use, **NO RECOVERY IS POSSIBLE**. Please safeguard your private key or the wallet from loss or any unauthorized use. In no event will we be liable for the loss or unauthorized use or misuse of your domain.

#### 10. DOMAIN NAME DISPUTES

You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified under this Agreement, or any version as may be in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in this Agreement.

#### 11. NBDOMAIN POLICY

Notwithstanding that you are not bound by our approved policies, you agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any NBDOMAIN adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a NBDOMAIN adopted policy, or to correct mistakes by Registrar or the registry in registering the name or for the resolution of disputes concerning the domain name.

#### 12. DENIAL OF REGISTRATION

All Domains, and details such as a domain name registrant's name, company, email address, or to the administrative contact email address are subject to this Agreement.

We may deny a Registration without any cause. Additionally, we will deny a Registration for any of the following reasons:

1. Your non-payment of our registration fee;
2. If we learn that you have an undesirable purpose for registering the domain.
3. a court order; or
4. a direction from the applicable authorities.

#### 13. TRANSFER OF OWNERSHIP.

You agree that prior to transferring ownership (the "Transfer") of your domain name to another person (the "Transferee"),

1. you and the Transferee will make any Transfer at your own risk. We do not provide any advice on how to conduct such a Transfer.
2. you will make your own independent enquiries and investigation of any bases or assumptions that any Transfer is made upon.
3. You acknowledge that the Registrar will not be a party to any contract arranging a Transfer between you and any Transferee.

#### 14. RESPONSIBILITY TO THIRD PARTIES

Should you intend to license use of a domain name or sub-domain name (as the case may be) to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name to us or any third (or fourth) party. You shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to the party providing you reasonable evidence of actionable harm. You will also represent that you have provided notice of the terms and conditions in this Agreement to the third party and that the third party's rights, if any, take subject to the terms of this Agreement.

#### 15. ANNOUNCEMENTS

The Registrar reserves the right, but not obligation, to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners in accordance with Section 22 of this Agreement. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

#### 16. INDEMNITY

You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including without limitation the Registrar, and the directors, officers, employees and agents of each of them, including attorney's fees, of third parties relating to or arising under this Agreement, the services provided hereunder or your use of the Domains, including without limitation infringement by you, or someone else using the Domain with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the Domain provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, or any other legal action brought to our attention involving us based on the anonymity of the domain, we may seek assurance that you will indemnify us and written notice that you have contacted the plaintiff or representative for the complainant and made your contact information available to them. Failure to provide those assurances will result in a breach of this Agreement.

You agree to indemnify, defend and hold harmless the Registrar and their directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the domain name registration. You further agree that this indemnification obligation will survive the termination or expiration of the registration agreement.

#### 17. YOUR CONTINUING OBLIGATIONS AND WARRANTIES

Notwithstanding the completion of this Agreement, and the Registrar's inability to supervise or monitor your use of the Domain, you represent, warrant to us and otherwise undertake that you will:

1. Comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government orders or other legal process;
2. Comply with this Agreement to resolve, including but not limited to any and all third-party claims, whether threatened or made;
3. Comply with the rules, procedures, or practices of the registry that governs the domain name and to protect the integrity and security of the domain name;
4. Take reasonable steps to prevent inappropriate activity that comes to your attention, including without limitation if you or your agents:
  - (i) appeal purely to the prurient interests of third parties;
  - (ii) defame, embarrass, harm, abuse, threaten, or harass third parties;
  - (iii) violate the laws of Singapore and/or foreign territories;
  - (iv) involve hate crimes, terrorism, or child pornography;
  - (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable;
  - (vi) impersonate the identity of a third party;
  - (vii) harm minors in any way; or
  - (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine or otherwise;
5. You agree that if you license the use of a Registered Name to a third party, you are nonetheless the Registered Name Holder for purposes of this Agreement;
6. You are solely responsible for resolving any and all monetary, creditor, infringement or other claims that arise in connection with the use of the Domain.



## 18. BREACH

You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may seek compensation for the losses suffered by us as occasioned by that breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

## 19. OUR REMEDIES

We and you recognise and hereby acknowledge that a breach by you of any of the warranties, continuing obligations or undertakings contained in this Agreement may cause irreparable harm and damage to us, the monetary amount of which may be virtually impossible to ascertain. As a result, you recognise and hereby acknowledge that we shall be entitled to specific performance or an injunction from any court of competent jurisdiction enjoining and restraining any violation of any or all of the terms contained in this Agreement of you or any of your affiliates, associates, partners or agents, either directly or indirectly, and that such right to specific performance and/or injunction shall be cumulative and in addition to whatever other remedies we may possess.

Specifically, you agree that we shall be entitled to specific performance against you to compel you to use your Domain in a manner as necessary to comply with the terms in this Agreement or to the applicable laws or directions from authorities.

## 20. NO GUARANTEE

You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.

## 21. LIMITATION OF LIABILITY

You agree that our entire liability, and your exclusive remedy, with respect to the Domain provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for the Domain. We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Domain or for the cost of procurement of a substitute to the maximum extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your use of the Domain. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or 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 we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$500.00) Singapore Dollars.

You acknowledge that the Registrar will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the "Sunrise Period" or the "Land Rush Period", including, without limitation: (a) the ability or inability of a registrant to obtain a registered domain name during these periods, and (b) the results of any dispute over a "Sunrise Registration."

## 22. PRIVACY POLICY

We reserve the right to handle any Personal Data that comes into our control or possession as far as is not inconsistent with the PDPA.

Our business normally does not collect personal data ("Personal Data") within the definition of the Personal Data Protection Act 2012 (No.12 of 2012) (the "PDPA"). We only collect your email for the purposes of making payment, and in order to contact you in the event there are any issues. If you send us complaints or inquiries, we will retain your Personal Data only for the purposes of responding to those complaints or inquiries.

We do not perform marketing activities involving Personal Data and will not contact you after the Registration has taken place, unless you opt-in to receive updates from us, in which you will consent to updates in the manner that you agree when you opt-in.

You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Registration Information by us.

Our Data Protection Officer can be contacted at: legal@nbdomain.com. You may contact our Data Protection Officer in relation to your queries or rights regarding your Personal Data.

## 23. DISCLOSURE AND USE OF REGISTRATION INFORMATION

If you have provided the Company with third party Registration Information, you represent and warrant to the Company that (i) you have the valid and

enforceable right to use the Registration Information, and (ii) you have notified such third parties of the Company's rights to use the Registration Information pursuant to this Agreement.

Your willful provision of inaccurate or unreliable information concerning the accuracy of contact details associated with your registration shall constitute a material breach of this Agreement.

#### 24. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name within thirty (30) calendar days from receipt of your payment. In the event we do not register or reserve your domain name, or we delete your domain name within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name.

#### 25. SEVERABILITY

You agree that 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 law 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.

#### 26. 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 you and us.

#### 27. NON-WAIVER

Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

#### 28. NOTICES

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail notification to us at [atlegal@nbdomain.com](mailto:atlegal@nbdomain.com), in the case of notice to you, at the e-mail address provided by you. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. Singapore Time (GMT+8), otherwise it will be deemed to have been delivered on the next business day.

#### 29. ENTIRETY

You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our issue of the Domain. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

#### 30. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SINGAPORE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE REPUBLIC OF SINGAPORE AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

#### 31. INFANCY

You attest that you are of legal age to enter into this Agreement.

#### 32. OBLIGATION TO MAINTAIN

Notwithstanding anything in Section 22 of this Agreement, your willful provision of inaccurate or unreliable registration information, or any failure to respond to inquiries by us addressed to the email address of the registrant, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details associated with the registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration. Any information collected by us concerning an identified or identifiable natural person will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and pursuant to Section 22.

#### 33. REGISTRAR'S RIGHT TO MODIFY

We, in our sole discretion, reserve the right to deny any domain name registration or compel you to modify a domain name in to correct a mistake, protect the integrity and stability of the Registrar, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or cancel, suspend, transfer or modify your domain name registration.

#### 34. NON-WAIVER

Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

#### 35. FORCE MAJEURE

You acknowledge and agree that we shall not be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

## SCHEDULE A: Sunrise Registration

### General provisions and requirements

1. Sunrise registration services (a "Sunrise Registration") shall be rendered on the basis of and in compliance with the Domain Registration Agreement as may be revised from time to time, other appendices to the Terms and Conditions, the registration agreement, and other applicable documents.
2. The Sunrise Registration is held 30 days before the official launch of the NBdomain, with the timelines within which we will be accepting applications for Sunrise Registrations as updated on our website from time to time.

3. We have the right to unilaterally change the time and date of the beginning and/or the end of any of the application acceptance periods at any time by posting respective information on our official website no later than 10 (ten) calendar days prior to such a change taking effect.
4. We will not accept and consider any applications submitted after expiration of the deadline. Timelines missed are not subject to extension.

## Procedure Of Requesting Sunrise Registration

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5. Anyone may register Domain Names in accordance with the present policy.
6. To order a Sunrise Registration, the applicant shall:
  - Provide us with information, evidence, and/or documents required to enter into and consent to the Domain Registration Agreement with us.
  - Submit to us an application for Sunrise Registration through our website.
7. The applicant shall be notified of the denial of his application by e-mail within 3 (three) business days since the date the decision has been made. We shall not be required to inform the applicant of the grounds of denial of registration.
8. We shall process all domain name applications during each Sunrise registration phase within no more than 30 (thirty) calendar days from the date of the end of the application acceptance period of the respective Sunrise registration phase.
9. Where the approved application for Sunrise Registration of the applied-for domain name has proved to be the solitary one collected within a given phase, then the domain name shall be registered before the end of the application processing period specified in the timelines provided under Section 2. of this Schedule A.
10. Where within a given phase there have been collected two or more approved applications for Sunrise registration of the same domain name, the right to Sunrise Registration of such a domain name is granted at a closed auction in accordance with the procedure outlined in the Auctioning Procedure provided at the time of auction.