

**Nucleus of Information and Coordination of the Point br**

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**Contract**

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CONTRACT FOR REGISTER OF NAME OF DOMAIN UNDER THE ".BR"

The NUCLEUS OF INFORMATION AND COORDINATION OF POINT BR-NIC .br, enrolled in CNPJ/MF under n° 05.506.560/0001-36, with headquarters in the Av. United Nations n° 11.541, 7° to walk, in the City and State of São Paulo and CEP: 04578-000, called REGISTER, in accordance with the delegation of the Managing Committee of Internet in Brazil, through the CGI.br Resolution n° 001/2005, and PETITIONER of the domain register, either Natural person or Legal, with legal capacity for this act, decides, on the basis of the regulations effective, to firm the present CONTRACT, in compliance with terms e conditions ahead displayed.

**FIRST CLAUSE: OF THE OBJECT**

This instrument has for object to establish main conditions e norms for the register, the publication and the maintenance of domain in Internet under ".br" and for the use of the database of the REGISTER, without damage of the too much regulations instituted for the Managing Committee of Internet in Brazil.

**CLAUSE SECOND: IN THE WAY OF EFETIVAÇÃO OF THE REGISTER OF THE DOMAIN**

The domain register will be effected electronically, through the site "http://registro.br/", since that the PETITIONER fills the fields obligator and necessary for I register in cadastre and I take care of to the requirements established, in the act of the related register.

**CLAUSE THIRD: OF THE DATA YOU REGISTER IN CADASTRE**

I. The PETITIONER will have to supply its personal datas, requested in fields of obligator fulfilling of the site of the REGISTER, of form that they always reflect its real and valid data;

II. The PETITIONER, in the act of the fulfilling of the personal datas, will have to at least register in cadastre a password of 6 (six) and in maximum 50 (fifty) digits, staff and intransferivel, compelling itself to keep secrecy to it of its password and to hinder the improper use for third, being responsible for all the acts and decurrent effect of the use of its password, as well as for the damages that this use to come to cause to the REGISTER or third;

III. the PETITIONER will have to inform and to register in cadastre:

a) responsible for the maintenance and the update of the data of the entity, for the register of new dominios and the alteration of the too much contacts, called contact of the entity;

b) responsible for the alteration and the maintenance of the DNS servers, called contact technician;

c) responsible for the supply and the update of the address electronic for sending of billets for payment of the maintenance, called collection contact;

d) e, the responsible one for the administration of the domain, the alteration of information of servers DNS and for the modification of the contact technician e of collection, called administrative contact.

**CLAUSE FOURTH: OF THE OBLIGATIONS OF THE PETITIONER**

The PETITIONER of the domain register and user of the database of REGISTER if compels:

I. To adequately choose the name of the registered, cliente domain to be of that it could not be registered name that disrespects the legislation in vigor, that induces third a error, that violates rights of third parties, that it represents concepts predefined in the Internet net, that it appraises abusive words of low calão or, that symbolize acronyms of States, Ministries, amongst other prohibitions;

II. To assume total responsibility for the name of the chosen domain stops register, for the creation and management of new divisions e subdomínios, for its use, the existing content in the related one domain and for the descumprimento of this CONTRACT, exempting the REGISTER of any responsibilities for decurrent damages of these acts;

III. To indicate and to keep servers DNS functioning correctly;

IV. To pay the values stipulated for the maintenance of the domain;

V. To only supply and to keep given true, brought up to date e complete, declaring cliente of that the use of false data, invalids, incorrect or of third, are of its entire responsibility, being able to cause the rescission of the present contract and, consequently, the automatic cancellation of the registered domain, and, still, to characterize the practical one of tort, subjecting it

penalty foreseen in law;

VI. To adequately use and for allowed ends the domain to only be registered, not practising any acts that violate legislation e regulations in vigor;

VII. To fulfill to all the procedures, petitions and regulations instituted for the REGISTER for the practical one of any referring acts to the registered domain;

VIII. To all repay the REGISTER of and any damage that can to elapse of the register of the name of domain and its use;

IX. To present documents and to bring up to date given when requested for REGISTER;

X. not to reproduce, to distribute, to transform, to commercialize or to modify the available content in the database of the REGISTER, without previous and express authorization of the REGISTER;

XI. To immediately communicate the REGISTER, on the embezzlement, robbery or loss of the password of access to the user, so that, after the confirmation of data or the requested document presentation, the REGISTER it effects the blockade of the password corrupt and disponibilize new password of access.

#### CLAUSE FIFTH: OF THE OBLIGATIONS OF THE REGISTER

The REGISTER if compels and if it limits:

I. To effect the publication of the delegation of the domain in the Internet;

II. To keep the integrity of the database;

III. To cancel or to transfer the domain to be registered, whenever requested for the PETITIONER, when this to take care of to all the requirements necessary for such request;

IV. To send, for the electronic address of the Contact of Collection, acknowledgment of collection, making possible the payment of the maintenance of the domain;

V. new Disponibilizar password of access to the user of the system, when for this he will be requested;

VI. To inform the user, saw electronic address or for publication in site of the REGISTER, with antecedence of 15 (fifteen) days, any alteration in the functioning of the services given in result of this contract or in the procedures adopted for the REGISTER;

#### CLAUSE SIXTH: OF THE VALUES TO BE REPAYED

I. For register of a domain, the PETITIONER will have to pay until the date of its respective expiration, the referring repayment to the maintenance, as values established for the Managing Committee of the Internet in Brazil;

II. The PETITIONER will be able to opt to the payment of the repayments of register and renewal of dominios for superior periods to one year, when offered for the REGISTER.

III. Not the payment of the repayment, in the stipulated stated period, will cause cancellation of the registered domain;

IV. The charged values could in accordance with be modified the norms of the Managing Committee of the Internet in Brazil.

#### CLAUSE SEVENTH: OF THE LIMIT OF RESPONSIBILITY OF THE REGISTER

The responsibility of the REGISTER limits it the service given and to paid value for the PETITIONER for the maintenance of the domain name.

#### CLAUSE EIGHTH: OF THE VALIDITY

The validity of this contract is for indeterminate stated period, passing to invigorate from the date and hour of the electronic celebration, being renewed automatically with the payment of the maintenance of the domain for PETITIONER.

#### CLAUSE NINTH: OF THE CANCELLATION OF THE DOMAIN REGISTER

The register of domain name could be cancelled in the following ones hypotheses:

I. For express request of the PETITIONER, since whom taken care of requirements and the procedures made use in the site "http://www.registro.br/", for this end;

II. Due to payment of the maintenance of the domain;

III. For constatação, in the act of the register or later, of use of CNPJ, CPF, corporate name or false, invalid name, incorrect or outdated;

IV. For not the attendance, in skillful time, of the presentation of documents, when made for the REGISTER the PETITIONER;

V. For judicial order.

§ 1°: In any hypothesis of foreseen in interpolated propositions I the V, of this clause, will be dispensable previous communication of cancellation of domain, to the petitioner of the register;

§ 2°: Effected the cancellation of the registered domain, for any of reasons that if relate to interpolated propositions I the V, of this clause, the REGISTER one does not make responsible for any damages decurrent of this act, or for archives, documents, e-mails and information contained there.

§ 3°: In the hypothesis foreseen in item II of the Clause Sixth, the eventual one devolution of annuities will only be effected for the years adds to the minimum period of register and that not yet they have been initiated, always with the respective discountings of the administrative costs and of collected incident taxes and already.

CLAUSE TENTH: OF THE DECLARATIONS OF THE PETITIONER

The PETITIONER declares and guarantees, for all the ends of right and under penalty of the law:

I. To possess legal capacity to celebrate this contract;

II. To have supplied given proper, valid and true;

III. To be cliente of that the data you register in cadastre that to instruct the register of domain, they will be available to the excessively using ones in the database of the REGISTER;

IV. To have financial conditions to arcar with the payments, costs, expenditures and decurrent compensations of this CONTRACT;

V. To have knowledge of the text of the clauses of this CONTRACT and to be cliente and of full agreement with the terms and conditions established here;

VI. To have science that the present contract starts to compel the parts contractors to its terms, with the electronic agreement, that if he will accomplish by means of the CLICK IN the BUTTON "I AGREE".

CLAUSE TENTH FIRST ONE: OF THE GENERAL DISPOSALS

I. The present CONTRACT is conducted by the laws of the Federative Republic of Brazil;

II. For ends of register and maintenance of domain it will be always used the official schedule of Brasilia/DF

III. The REGISTER will present, whenever requested for the authorities judicial, the information that will be of its knowledge;

IV. The REGISTER will always follow the norms emanated for the Managing Committee of Internet in Brazil, especially its Resolutions;

V. The too much conditions established for the REGISTER relative to register and maintenance of domain are made use in the norms of the Committee Manager of the Internet in Brazil and the <http://www.registro.br/> address;

VI. The parts choose, to nullify any decurrent controversies of this CONTRACT, one of the Poles Civil court jurisdiction of the Judicial district of São Paulo.

This contract meets in 2° Register registered of Headings and Documents and Civilian of Legal entity of Capital of São Paulo, under the n ° 3.394.195.

