

## **Trustee Agreement for the Registration of Domain Names under the .KR TLD**

Registrant desires to register a domain name under the top-level-domain .KR through a registrar or reseller partner using the services of GSONSOFT, INC, [806, Kolon Digital Tower Millart 1st, 222-7, Guro3Dong, GuroGu, Seoul, the Republic of Korea] (hereafter referred to as the "Trustee").

Whereas Registrant resides outside of Korea and consequently may not register a domain name under the TLD .KR in accordance with the Chapter 2 (Registration and Administration of Domain Names) Article 4 ① (Registrant Qualifications) of the NIDA Domain Terms and Conditions, Registrant authorizes the Trustee to register the desired domain name with an authorized registrar and to administer the domain name during the duration of this contract.

Having said this, Registrant and the Trustee conclude an Agreement having the conditions below:

### **1. Registrant's Duties**

- (1) Registrant guarantees that neither the domain applied for nor the contents to be placed on a corresponding website violate any third-party rights (e.g., trademark, name-use rights and copyrights, any legal regulations) or offend common decency.
- (2) Registrant undertakes to inform the Trustee immediately and in writing by mail, fax or e-mail about all matters relevant to the registration of the domain, in particular any initiation or threat of legal proceedings.
- (3) Registrant shall not have the right to assign the rights and obligations arising from this contract to a third party without written consent of the Trustee.
- (4) Registrant agrees to reply immediately in detail to all inquiries of the Trustee with respect to the domain registration by mail, fax or e-mail, at the latest however within 48 hours of receipt. A shorter deadline governs, if it is established in a legally effective manner through actions of a third party (claimant, court, etc.).
- (5) Registrant shall be responsible for keeping its contact data up-to-date with

its provider at all times.

(6) If Registrant cannot be reached through the contact information provided or do not answer an inquiry of the Trustee within the time limit set, the Trustee will be entitled to taking all the necessary measures, in particular cancelling the domain if an actual or alleged violations of the law is present, or placing the domain under the administration of NIDA.

(7) If Registrant has certificates like Korean Business Registration Certificate, Registrant must send the document and Registrant's updated information to its provider. Upon receipt of such certificate, the provider will change the Korean postal address of the Trustee to Registrant's Korean address in the certificate within three (5) business days.

## **2. Duties of the TRUSTEE**

(1) The TRUSTEE undertakes to fulfill its duties as nominal registrant of the domain name in Registrant's interest. The TRUSTEE will comply with Registrant's instructions relevant hereto provided that such instructions are not contrary to the laws of the Republic of Korea or any of the contractual agreements between the parties.

(2) The TRUSTEE will, without further delay, inform Registrant on all questions concerning the domain registration. To the extent possible, the TRUSTEE will not take any decision without prior consultation with Registrant.

(3) The TRUSTEE will take any decisions that can or have to be taken without conferring with Registrant at reasonable discretion.

## **3. Resolution of Disputes with Third Parties**

In the event that the TRUSTEE, directly or on Registrant's behalf, is called upon by a third party to release or cancel the domain, Registrant shall, within three (3) business days, declare in writing whether Registrant approves of the release or wants to defend the domain.

(1) If Registrant agrees to the release, the Trustee will apply for cancellation of the domain with the NIDA and will inform the third party/claimant. The agreement between Registrant and the Trustee shall be terminated with this application without any notice of termination.

(2) If Registrant does not execute a declaration, the TRUSTEE shall be entitled to place the domain under the administration of NIDA and to relinquish its

position as a nominal Registrant with NIDA.

(3) In case Registrant informs the Trustee of Registrant's intention to defend the domain, Registrant shall, within two (2) business days, cede to the Trustee a security deposit (cash payment/cash-equivalent in US dollar) in the amount determined by the Trustee at reasonable discretion and based on the Court Fees Act and the regulations regarding attorney's fees of the Republic of Korea, where that security deposit guarantees the Trustee's indemnification claims for potential procedural costs that the Trustee might need to carry. In addition, Registrant within two (2) business days shall name a lawyer, who will represent Registrant in and out of the court. If Registrant do not comply with the aforementioned obligations, the Trustee will be entitled to proceed in accordance with the provisions of the Domain Registration Agreement.

#### **4. Contraventions**

If the TRUSTEE establishes that the domain name itself or the contents posted on the web site accessible via the domain name contravene applicable law of the Republic of Korea, in particular its criminal provisions, The TRUSTEE has the right to have the domain cancelled without any prior warning and to terminate this contract with immediate effect.

#### **5. TRUSTEE Fee**

The TRUSTEE fee is included within the registration fees for .KR domain names.

#### **6. Duration of Contract and Termination**

(1) This agreement shall be concluded for an indefinite period, but will only remain effective as long as the domain remains with the initial provider. Accordingly, regardless of the continued existence of agreement with US, the TRUSTEE agreement will terminate if Registrant transfers the domain from the provider to another provider or applies for the cancellation of the domain.

(2) Either party is entitled to terminate this agreement with a prior notice of no less than one (1) month. This will not affect a termination of contract for cause or any other causes for discharging or terminating the contract stated in this agreement.

(3) The TRUSTEE, without prior consent from Registrant, has the right to transfer all rights and duties arising from the TRUSTEE agreement to another

trustee and to register this new trustee with the provider as Registrant's Korean contact. This shall be without any legal prejudice against Registrant.

## **7. Liability of the TRUSTEE**

(1) The TRUSTEE shall only be liable for damages arising from violation of a material obligation under the agreement endangering the purpose of the agreement or if the damages arise from intention or gross negligence.

(2) If the violation of a material obligation under the agreement is not caused by intention or gross negligence, liability will be limited to the damages that could have been reasonably foreseen by the TRUSTEE upon concluding the agreement.

(3) This shall not affect liability of the Trustee on the grounds of guarantee, personal injury, or mandatory statutory provisions.

## **8. Registrant's Liability**

Registrant shall indemnify the TRUSTEE from all costs, damages and detriments arising from third party claims and suits whether justified or not, judicial or extra-judicial against the Trustee on the grounds of the domain registration and the contents of the website posted under the domain name.

## **9. Governing Law and Jurisdiction**

Any and all disputes arising from this agreement shall be governed by the Korean Commercial Code, and the district courts of Seoul will have the exclusive jurisdiction.

## **10. Severability**

If any provisions of this agreement are held to be invalid, such invalidity will not affect the remaining provisions. All provisions deemed unenforceable to the extent possible shall be replaced by provisions that are enforceable and correspond as much as possible to the original intent. This shall also apply in case of gaps or omissions in the agreement.

## **11. Amendments**

Alterations, amendments and sub-agreements to this agreement including renunciation of the written form to be effective must be made in writing.