

## **.MK Trustee Agreement**

This agreement is between "Trustee Agent" (Designated Agent Ltd) and the "Registrant" (Customer paying for the actual .MK domain).

### **1. Obligations**

1.1 The Trustee Agent is located in UK for which the Registrant seeks registration of the domain name.

1.2 The Trustee Agent shall, in the Trustee Agent's name, apply for registration of and register the domain Name for and on behalf of the Registrant.

1.3 Although the domain name will be registered in the name of the Trustee Agent and not in the name of the Registrant, the domain name is to be used by the Registrant and will be recognized by the Trustee Agent as if it was formally registered in the name of the Registrant.

1.4 The Trustee Agent has granted to the Registrant the right to use the domain name and the Registrant acknowledges and agrees that such right is personal to the Registrant and may not be transferred, assigned, sublicensed, encumbered, or otherwise alienated, in whole or in part, by the Registrant without the prior written consent of the Trustee Agent. Likewise, the Trustee Agent acknowledges and agrees that it may not transfer the domain name to any third party without the prior written consent of the Registrant.

### **2. Indemnity and disclaimer**

2.1 The Registrant hereby agrees to defend, indemnify and hold harmless the Trustee Agent against any and all claims, actions, demands, liability, loss, damages, costs, professional and other expenses of any nature whatsoever sustained, incurred, paid by or suffered by the Trustee Agent arising out of or related to the Registrants usage of the domain name.

2.2 The Trustee Agent shall not be liable to the Registrant or responsible for:

2.2.1 The availability of the domain name applied for; and/or

2.2.2 Any type of cost or lost profits that may arise directly or indirectly as a result of any interruption in the usage of the domain name while the domain name is placed on hold, redirected or forwarded to a new domain name server as a result of any alleged IP infringement or any other alleged criminal use by the Registrant, even if the Registrant is later cleared of any suspicion following a court ruling or any other type of administrative process.

### **3. Termination**

3.1 The .MK Trustee Agreement may be terminated upon 30 days' notice by the Trustee Agent otherwise when the domain name is canceled.

3.2 The .MK Trustee Agreement shall be deemed to be terminated if it is brought to the Trustee Agent's attention that any material or hyperlink posted on the website to which the domain name points, allegedly infringes any IP rights and/or is allegedly criminal in any way. Upon termination under this paragraph 3.2, the Trustee Agent shall immediately:

3.2.1 Interrupt and bring to a halt all usage of the domain name;

3.2.2 Place the domain name on hold; and/or

3.2.3 Redirect the domain name to a new DNS without prior written notice to the Registrant, until the matter has been resolved.

### **4. Law**

By registering the domain name, the .MK Trustee Agreement shall be construed, interpreted, and governed in accordance with Macedonian law.

### **5. Jurisdiction**

All disputes arising under the .MK Trustee Agreement shall be resolved by court in Macedonia.