

Domain Name Registration Agreement

LK Domain Registry
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1. Introduction

1.1 This Domain Name Registration Agreement (hereinafter sometimes referred to as the “**Agreement**”) is between **you** (the “**Registrant**”) and the **LK Domain Registry** (the “**Registry**”). Upon your application for the registration of the Domain Name which you have applied for in the form and manner prescribed by the Registry from time to time and successful registration of the Domain Name, the Registry enters into this Agreement with you.

1.2 The following documents (collectively the “Reference documents”) form part of the Agreement:

1.2.1. Domain Registration Policy [“DRP”];

1.2.2. Acceptable Use Policy for Registrant [“AUP”];

1.2.3. WHOIS Policy;

1.2.4. Domain Name Dispute Resolution Policy and Supplement Rules [“DNDRP”]

1.2.5. Privacy Policy.

1.3 The Reference Documents may be viewed at the Registry’s website (www.domains.lk) and contain additional terms and conditions which are binding on you. The Reference Documents may, pursuant to Clause 3.3 below, be amended by the Registry from time to time.

1.4 You warrant that you have reviewed the terms of this Agreement and the Reference Documents prior to making your application for the registration of your Domain Name.

2. Definitions

2.1 In this Agreement:

“Administrator” / “Admin” means a party who registers / administrates the Domain Name on behalf of the Registrant.

“Domain Name” means any internet second-level or third-level domain name ending in .lk;

“Domain Name Registration” means the registration of the Domain Name by the Registry in the name of the Registrant;

“Fees” means the fees payable to the Registry under the Agreement and shall include any fees associated with a Domain Name or any other services provided by the Registry;

“Name Servers” means computers that are connected to the Internet and publish authoritative translation information about a Domain Name in the domain name system;

“Registrant” means the person or organisation in whose name the Domain Name is registered;

“Registration Information” means all information in connection with the processing of any transaction related to the Domain Name Registration including the information provided by the Registrant as well as all other information concerning the Domain Name Registration;

“Reseller” means officially appointed third-party by the Registry to facilitate the Domain Name Registration services.

2.2 In this Agreement, except where the context otherwise requires or unless otherwise specified:

(a) References to legislation or to any provision of legislation include references to modifications or re-enactments of, substitutions for (whether under the same or a different name or title), and all statutory instruments issued under, that legislation or provision;

(b) Words denoting the singular include the plural and vice versa, and words importing a gender include all genders;

(c) Words denoting individuals may include corporations and vice versa;

(d) A reference to an interest of two or more persons confers that interest jointly and severally and a reference to an obligation imposed on any two or more persons imposes that obligation jointly and severally;

(e) References to Clauses and Schedules are references to clauses of and schedules to this Agreement. Headings do not affect interpretation;

(f) References to documents or agreements (including this Agreement) include references to amendments, novation, replacements and supplementary documents or agreements;

(g) References to any Party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;

(h) “Writing” and other similar expressions include all means of reproducing words in a tangible and permanently visible form including e-mails;

- (i) Derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;
- (j) A period dating from a given day or the day of an act or event, is calculated exclusive of that day; and
- (k) A reference to a day commences at midnight Sri Lankan time and ends 24 hours later.

3. Acceptance and Amendment of the Agreement and Reference Documents

3.1 Acknowledgements

You acknowledge that:

- 3.1.1.** you have read, understood, and accepted the terms contained in this Agreement and the Reference Documents;
- 3.1.2.** The Registry has sole and absolute discretion to reject your application for registration of any Domain Name notwithstanding that your application conforms to all of the requirements set out in this Agreement and the Reference Documents; and
- 3.1.3.** The Registry is not obliged to provide any reasons for rejecting your application for registration.

3.2 Acceptance by the Registry. The Registry entered into this Agreement with you relying upon the information provided by you and/or on your behalf and the representations and warranties which have been given or made by you and/or on your behalf (whether in this Agreement or elsewhere). The Registry may, in its sole and absolute discretion, impose additional terms and conditions in connection with the registration of your Domain Name. Once you have accepted these additional terms and conditions, they become a part of this Agreement and are incorporated herein by reference as if specifically set out in this document.

3.3 Amendment of the Agreement and Reference Documents

- 3.3.1.** The Registry reserves the right to make amendments to the Agreement and the Reference Documents at any time and from time to time. Such amendments shall be published on the Registry's website. (www.domains.lk) You agree and undertake to periodically review the Registry's website to determine if the Registry has made any amendments to this Agreement and/or the Reference Documents.
- 3.3.2.** You shall be deemed to have agreed to any amendments made to the Agreement and/or the Reference Documents from the date of first publication of such amendments on the Registry's website unless you have, prior to expiry of the 7 days period, notified the Registry of your intention to terminate this Agreement in accordance with Clause 9.6.1(c) below.

4. Reseller / Admin

4.1 Reseller / Admin is Your Agent. You acknowledge and agree that the Reseller / Admin through which you made your Domain Name application or subsequently appointed by you is irrevocably authorised by you to act as your agent in all matters in connection with the application, registration and maintenance of the Domain Name and the administration of this Agreement. Such matters shall

include - acting as the communication liaison between the Registry and you and dealing with or deletion of any Domain Name Registration.

4.2 You also acknowledge that there is and has been no relationship of agency, partnership or joint enterprise between any Reseller / Admin and the Registry.

4.3 Change of Reseller / Admin

4.3.1. Change of Reseller Events. You agree to change your Reseller / Admin of Record to another Reseller /Admin upon;

(a) the Registry's request; or

(b) being notified by your Reseller of Record or the Registry that your Reseller of Record's accreditation with the Registry has been suspended or terminated for any reason (each of the above being a "Change of Reseller Event"). You acknowledge that in certain circumstances, the Registry itself may act as your temporary Reseller of Record pending your change of Reseller of Record pursuant to this clause.

4.3.2. Time Period. Upon the occurrence of any Change of Reseller Events, you are required to effect a change in your Reseller of Record within 30 days of being notified of the occurrence or otherwise within the time stipulated by the Registry.

4.3.3. Change of Reseller initiated by Registrant. You may also change your Reseller of Record for any reason subject to the objections of the existing Reseller and the Registry.

4.3.4. You're Undertaking. You also undertake to:

(a) abide by the procedures set out by the Registry from time to time when carrying out any change of Reseller / Admin of Record; and

(b) give your fullest cooperation to the Registry and the new Reseller / Admin of your choice, including the payment of any applicable Fees, in order to effect the change in your Reseller of Record with the Registry.

4.3.5. Change of Reseller / Admin - not transfer of Domain Name Registration. For the avoidance of doubt, a change of your Reseller / Admin of Record does not operate to transfer the registration of a Domain Name to another person and the provisions of this Clause 4.3 do not supplant the provisions of Clause 5.6 below.

5. Domain Name Registration

5.1 A domain name registration shall be deemed to be effective only once the Registry activates your domain name registration or renewal as the case may be. Submitting an application for the domain name Registration to the Registry, or the Registry accepting the same and/or accepting fees for an application, does not by itself constitute a domain name registration or renewal as the case may be. There is no guarantee that accepting the application and/or fees would warrant the successful registration of the domain name.

5.2 No Proprietary Right. Subject to you complying with the terms of this Agreement, you shall only have the right to use, but not own, the registered Domain Name. Save as provided for under Clause 5.5 herein, you shall not have any right to sell, trade, assign or otherwise deal with the registered Domain Name.

The Registry is also entitled to injunctive relief should you deal with the Domain Name and/or the Domain Name Registration in any manner that is contrary to this Agreement and/or Reference Documents. Additionally, registration of the Domain Name in one category does not confer on you any legal, equitable or other proprietary right to use an identical, similar, or phonetically equivalent domain name in another domain category.

5.3 Legality. You acknowledge and agree that by granting you a Domain Name Registration, the Registry has not made any determination, nor is it capable of making such determination, with respect to the legality of the Domain Name Registration or otherwise evaluate whether that registration or use of the Domain Name may infringe upon any rights of a third party.

You therefore further agree that you shall not use the fact that the Domain Name has been registered with the Registry as a defence in any legal proceedings brought against you by any third party in connection with your registration and/or use of the Domain Name. Nothing in this Agreement obliges the Registry to act as arbiter between you and third parties in respect of any disputes arising out of the registration and/or use of the Domain Name. You agree that this Agreement does not confer any rights, procedural or substantive, upon you and also acknowledge that third parties are not bound by the provisions of this Agreement.

5.4 Registration Period. A Domain Name Registration shall be for an initial period of either 1,2,5 or 10 years and shall expire at the end of its period (“Expiry Date”) unless renewed according to the provisions below.

5.5 Renewal of Registration

5.5.1. Renewal Time Periods. Subject to the Registry’s approval and the Registry receiving the Fees due to it, you may renew a Domain Name Registration:

- (a) at any time on or before the Expiry Date for another 1,2,5 or 10 years term. In any event the Registration Period shall not exceed 11 years;
- (b) within a 30 days period after the expiration of the Domain Name Registration (“Post Expiry Grace Period”), for a 1,2,5 or 10 years term. The new expiry date shall be 1,2,5 or 10 years respectively from the Expiry Date; or
- (c) within a final 30 days period immediately following the lapse of the Post Expiry Grace Period (“Deletion Escrow Period”). You would be required to have the Domain Name reinstated first (“Reinstatement”). Such a Reinstatement would incur a one (1) year renewal fee before renewing for multiple years (2, 5 or 10 years).

5.5.2. Consequences of Non-Renewal: If not renewed on time, the Domain Name will cease to resolve on the Internet immediately after the Post Expiry Grace Period. After the lapse of the Deletion Escrow Period, the Domain Name will be purged from the system and be available for registration by any qualifying party.

5.5.3. Bar Against Renewal. Notwithstanding any of the provisions above, a Domain Name cannot be renewed if its status in our system is shown as “Pending Transfer” or “Renewal Prohibited” or any other status which prohibits the Renewal of the Domain Name.

5.6 Transfer of Domain Name Registration

5.6.1. You may only transfer your Domain Name in the circumstances listed below and provided the registered Domain Name is not in “Transfer Prohibited” status:

- (a) Your business associated with the Domain Name has been sold to and/or has been merged with another entity;
- (b) You have transferred the intellectual property which is associated with the Domain Name to another entity;
- (c) A competent arbitrator, tribunal, court or legislative body has ordered you to transfer the Domain Name;
- (d) You have become insolvent, and the Domain Name is transferred to a liquidator, receiver, receiver manager, administrator or similar insolvency professional;
- (e) You have entered into an agreement to transfer the Domain Name to a new registrant in settlement of a dispute before the aforesaid fora or with the prior written approval of the Registry which includes the transfer of the Domain Name; or
- (f) You have obtained the written consent of the Registry for the transfer.

In the other cases, registrant has to make an application to deregister the domain – and the new applicant has to make an application to register the same domain subject to the registry’s discretion. In that case no refund will be made, and the new applicant should pay a fresh application fee.

5.6.2. Subject to the provisions of Clause 5.6.1 above, you may transfer your registered Domain Name to another party (“Transferee”) only in accordance with the provisions of the Agreement and shall also comply with the following provisions:

- (a) You must obtain the authorisation of the Transferee (for example in the form of a bilateral agreement) for the transfer and an acknowledgement from the Transferee that the Transferee agrees to be bound by the Agreement and the Reference Documents; and,
- (b) Either the Transferee or you will submit a transfer request to the Registry indicating the domain name to be transferred, the identity of the Transferee and acknowledgement of the Transferee that the Transferee agrees to be bound by the Agreement and the Reference Documents.

6. Use of Registration Information

6.1 Consent. You consent to the Registry collecting, storing, processing, using, disclosing and publishing your Registration Information in any form or medium, including but not limited to through internet-based services available to the public, for any lawful purpose. These purposes include publication to any third parties relying on or participating in any legal/administrative proceedings.

6.2 WHOIS Policy. The Registry shall be entitled to use your Registration Information to operate WHOIS services for the public. The classes of information made available for the WHOIS service, its manner of use and the steps that the Registry may take to protect your privacy are as set out in the WHOIS Policy document, as may be amended from time to time.

6.3 Privacy Policy. Without prejudice to the provisions of clauses 6.1 and 6.2 above, the Registry shall also be entitled to collect, use, disclose and otherwise manage Personal Data in its custody and in accordance with the Registry Privacy Policy.

7. Registrant's Obligations

7.1 Appointment of Contacts. It is solely your responsibility to appoint a suitable Administrative Contact, Technical Contact and Billing Contact for the Domain Name Registration. You also agree that the said Admin Contact, Technical Contact and Billing Contact have irrevocable authority to act as your agent in all matters in connection with the application, registration, and maintenance of the Domain Name. The Administrative Contact should verify your identity and contact information at the time of the Domain Name registration or when your identity or contact information is changed. It is your responsibility to ensure that the Administrative Contact understands his/her obligations and completes the verifications within the stipulated time frame. The Technical and Billing Contacts should be parties that can duly respond to technical and billing matters respectively with regards to your Domain Name. Failure to conduct the verification within the stipulated time may result in the suspension of your Domain Name.

In the event your application for Domain Name Registration is made through Admin / Reseller, you shall be deemed to have agreed to this agreement unless you inform the Registry in writing within 3 working days from the date of your assignment as the Registrant of the Domain Name.

7.2 Update of Particulars. It is solely your responsibility to update the Registry of any changes in the Registration Information as and when such changes occur. The Registry may from time-to-time request from you pertinent information concerning the Domain Name Registration (or in connection with your use of the Domain Name Registration) or for updates with respect to your Registration Information. You shall, within 7 days of the Registry's request (or a request made on the Registry's behalf), provide such information or updates.

7.3 You shall not hold domain name for any reason whatsoever except for your bona fide business, including protecting your trademark and/or other intellectual property rights.

7.4 Dispute Resolution

7.4.1. the Registry shall not be a party to any dispute between:

- (i) you and any Reseller / Admin; and/or

(ii) you and any third party, in connection with your registration and/or use of a Domain Name. However, where you are a party in legal proceeding(s) in connection with your Domain Name Registration, you shall, at the Registry's request, furnish the Registry with a copy of all documents and/or pleadings which you filed in court.

7.4.2. You agree to be bound by the terms and conditions of the Domain Name Dispute Resolution Policy (DNDRP) which is incorporated herein and made a part of this Agreement by reference. The DNDRP provides, among other things, for Complainants to raise any dispute with you regarding your Domain Name Registration and to compel you to submit to an administrative proceeding.

7.4.3. Once a complaint under the DNDRP has been filed against you by a Complainant, you shall not make any changes to your identity and contact information without the Registry's prior written approval. The Registry may not allow such changes to be made unless:

- i. it is satisfied that the dispute has been resolved under the DNDRP; or
- ii. the Registry receives, to its satisfaction, notification from the parties that the dispute has been settled.

7.4.4. Implementation of Administrative Panel's decision

If an Administrative Panel should order that the Domain Name Registration be transferred to a Complainant, then subject to the provisions of the DNDRP, the Registry shall implement the Administrative Panel's decision.

8. Registrant's Representations and Warranties

8.1 You represent and warrant to the Registry as follows:

8.1.1. Registration Information. That all Registration Information is and remains at all times true, complete, accurate and not misleading.

8.1.2. Qualification for Registration. That you have understood and been in compliance with the principles and requirements set out in the Domain Registration Policy.

8.1.3. Compliance in Use of Domain Name. That the registration and/or use of the Domain Name Registration shall be in full compliance with the principles and terms set out in the Acceptable Use Policy for Registrant.

8.2 Survival of Terms. You acknowledge and agree that the following clauses shall survive the expiry or termination (howsoever brought about) of this Agreement: Clauses 4.1, 5.2, 5.3, 10, and 11

9. Rights of the Parties

9.1 Actions against Domain Name Registration

9.1.1. Subject to clauses 9.3, 9.4 and 9.5 below, the Registry may, at its sole and absolute discretion, take appropriate action, including immediately deleting or suspending, or cause to be deleted or suspended, a Domain Name Registration in the event that:

- a. the Domain Name Registration was made or amended mala fide or with incomplete or incorrect information;
- b. The Registry has not received the Fees as and when they fall due for any reason whatsoever;
- c. maintaining the registration could put the Registry in conflict with the requirements of the terms of any notice, order, ruling, decision or judgment of a Court of Sri Lanka, law enforcement agency, regulatory body or the Administrative Panel;
- d. the Registry receives a notice from any government body, law enforcement/security agency, regulatory authorities/ agencies or national controlling bodies requesting for the Registry to take action against the Domain Name on the ground that the Domain Name and/or the manner of use of the Domain Name and/or the contents of the website referenced by the Domain Name is:
 - i. in breach (or potential breach) of any laws, directives, guidelines, codes of practice, regulations or regulatory requirements, or licences or permits issued by any government body, law enforcement/security agency, or regulatory authorities/agencies, national controlling bodies; and/or
 - ii. is used for or in connection with objectionable or undesirable activities, or where such use is otherwise against national and/or public interest. The Registry shall be entitled to rely on such notices without having to inquire into their correctness, validity or underlying reasons;
- e. the registration has been procured by fraud and/or misrepresentation, including but not limited to the provision of false and/or incomplete registration and/or contact information in non-compliance with the Domain Registration Policy;
- f. in the Registry's sole and absolute opinion, the Domain Name and/or the manner of use of the Domain Name and/or the contents of the website referenced by the Domain Name are objectionable and/or undesirable;
- g. in the sole and absolute determination of the Registry, you have breached any of the terms set out in this Agreement and/or Reference Documents;
- h. in the sole and absolute opinion of the Registry that the Domain is used to publish or upload any contents, comments and/or statements which are:
 - i. defamatory, slanderous, insulting and/or disparage any person, group of people, race, cast, Religion and/or nationality in general,

- ii. morally offensive, obscene and/or pornographic in nature;
 - iii. illegal by law or prohibited/restricted by any prevailing or future court order and/or by any existing or future act of Parliament;
 - iv. classified as global and/or national security information;
 - v. harmful to any person or organization including phishing, malware, virus etc.
 - vi. or any other similar activity.
- i. the Domain Name is one which is contrary to Name Registration Policy of the Domain Registration Policy as at the time when the Domain Name was applied for or was registered.

9.1.2. You may, at any time, request the Registry to cancel / delete your Domain Name Registration.

9.1.3. In the event the Registry is named as a party to any legal proceedings involving a Domain Name Registration, the Registry shall be entitled to suspend the Domain Name Registration until the conclusion of the legal proceedings.

9.2 General Power to Amend. The Registry shall have the general power to amend or modify any Domain Name Registration –

9.2.1. to correct any error that has been made by any party in connection with the registration, transfer, termination or renewal of the Domain Name Registration; or

9.2.2. to implement any decision or order made by the Courts of Sri Lanka or any other competent tribunal.

9.3 Written Notice for Deletion. Where permitted by the circumstances, the Registry may provide written notice, by electronic mail or otherwise, to you either directly or through Admin / Reseller before exercising the right of deletion provided for under clause 9.1.1 above.

9.4 Notification to Remedy Breaches. In the event that the basis on which the Registry relies on to delete your Domain Name Registration is your breach of the terms of this Agreement and/or the Reference Documents and where such breach is capable of being remedied as determined by the Registry in its sole and absolute opinion, the Registry may, at its sole and absolute discretion, prior to exercising its right of deletion notify you in writing, either directly or through your Admin / Reseller, of the breach in question and provide you with an opportunity to remedy the breach. If the breach is not remedied within 7 days of the date of the Registry's notice, the Registry shall be entitled to delete the Domain Name Registration without any further notice to you. Notwithstanding any of the foregoing, nothing herein prejudices or otherwise affects the Registry's right to suspend (including immediate suspension without prior notification) the Domain Name Registration during the aforementioned remedy period.

9.5 Limited Right to Reinstate Deleted Domain Name. Where a Domain Name Registration is deleted pursuant to Clause 9.1.1 (a) (non-payment of Fees), the Registry shall only make the domain name available to the public for registration after the Deletion Escrow Period referred to in Clause 5.5.1(c) above. During the Deletion Escrow Period, you may reinstate the Domain Name Registration.

9.6 Termination of the Agreement

9.6.1. This Agreement terminates:

- (a) When the Domain Name Registration is purged;
- (b) When the Registry is no longer the Domain Name administrator; or
- (c) Upon your notification to the Registry pursuant to Clause 3.3 above that you do not agree to the amendments made to this Agreement and/or Reference Documents.

9.6.2. Termination of the Agreement does not affect any rights and/or liabilities which have already accrued. Among other things, this means that you shall pay in full to the Registry all Fees that are due and owing to the Registry at the time of termination of this Agreement.

9.6.3. The Registry shall not be obliged and is not required to refund to you any Fees which have already been paid to the Registry prior to the termination of this Agreement or the deletion/suspension of the Domain Name Registration.

9.7 Disclaimer. You agree that without prejudice to any other provision of this Agreement, the Registry shall not be liable under any circumstances to compensate you for any claim, loss or damage suffered, actual or alleged, arising from or in connection with the exercise of the Registry's rights pursuant to Clause 9.

10. Exclusion, Limitations, and Indemnities

10.1 Exclusion of Warranties.

You expressly acknowledge and agree that all services provided by the Registry, including without limitation to the provision of domain name registrations, are entirely at your sole risk and are provided on an "as is" and "as available" basis, with all faults and without any warranties, express or implied or arising under custom or usage or trade. With regards to the services, the Registry specifically disclaims any representation or implied warranties of accuracy, timeliness, completeness, adequacy, merchantability, satisfactory quality, fitness, non-infringement, or availability for use for a general or particular purpose.

10.2 Limitation of Liabilities

To the extent not prohibited by law, in no event shall the Registry be liable for any loss or damage, either direct, indirect, incidental, consequential or otherwise, arising out of the breach of any express or implied warranty, term or condition, breach of contract, negligence, strict liability misrepresentation, failure of any remedy to achieve its essential purpose or under any other legal theory arising out of, or related to, this Agreement or your use of the services and/or any information or data obtained from the Registry (such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of domain name registration, business interruption, loss of business opportunity and down time), even if the Registry has been advised of the possibility of such damages.

In any event, the entire aggregated liability of the Registry to you or your agent, whether under the provisions of this Agreement or otherwise shall be limited to the lesser of Sri Lankan rupees five thousand (LKR 5000) or the total fees paid by you to the Registry under this Agreement. The foregoing limitations will apply even if the above stated remedy fails in its essential purpose.

10.3 Indemnities

10.3.1. You agree to defend, indemnify and hold harmless the Registry, each and every of its officers, directors, employees, agents and committee members (collectively the “Indemnified Parties” and singularly the “Indemnified Party”) from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, penalties, costs and expenses (including, without limitation, professional and legal expenses) arising out of or in any way connected to your use or your permitted use of any Domain Name Registration, or your violation of this Agreement and the Reference Documents in any way.

10.3.2. Every Indemnified Party shall, within a reasonable time after having express knowledge of any claims, demands or actions affecting that Indemnified Party pursuant to Clause 10.3.1, notify you of their existence. The failure of any Indemnified Party to give the appropriate notice shall not affect the rights of the other Indemnified Parties.

11. General Terms

11.1 Notices. All notices, communications, demands, requests, approvals, or consents required to be given or made under this Agreement by either party must be in writing. Any notices, communications, demands, requests, approvals, or consents shall be deemed to be duly given and received:

11.1.1. if personally delivered, on a working day;

11.1.2. if sent by pre-paid mail from and to addresses within the same country, two (3) working days after the date of posting;

11.1.3. if sent by pre-paid mail from and to addresses in different countries, ten (10) working days after the same is sent; and

11.1.4. if sent by hand or by facsimile, on the following working day, provided a confirmation copy is generated by the sender’s facsimile machine; and

11.1.5. in the case of electronic mail, upon the successful transmission of the electronic mail provided that no notice of electronic mail delivery failure is received by the sender as the case may be.

11.2 Waiver. A waiver of either party’s right to enforce any provision of this Agreement is not effective unless expressed in writing. Further, the failure by either party to enforce at any time the provisions of this Agreement or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of this Agreement.

11.3 Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

11.4 Assignment. Subject to the provisions of this Agreement, all the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties of this Agreement and their respective permitted assigns and successors except that:

11.4.1. The Registry may assign or transfer all or part of its rights and obligations under this Agreement to any other person; and

11.4.2. you may not assign or transfer all or any part of your rights and obligations under this Agreement to any other person, and if attempted, this Agreement shall be rendered voidable by

the Registry. Any attempt by your creditors to obtain an interest in your right under this Agreement howsoever shall render this Agreement voidable by the Registry.

11.5 Entire Agreement. This Agreement (including the Reference Documents), and as amended by Agreement from time to time, constitutes the entire agreement between the Registry and yourself and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no conditions, warranties, representations, or other agreements between the parties in connection with the subject matter of this agreement except as expressly set out in this Agreement.

11.6 Remedies Cumulative. No right or remedy conferred upon or reserved by the parties to this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy provided or permitted by law or equity but shall each be cumulative of every right or remedy.

11.7 Governing Law. This Agreement (including the Reference Documents) will be governed by and interpreted in accordance with the laws of Sri Lanka. The Parties to this Agreement hereby submit to the exclusive jurisdiction of the Sri Lankan Courts.

11.8 Force Majeure. Neither Party to this Agreement shall be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement resulting from causes beyond its reasonable control. A party shall notify the other party promptly of any such circumstances delaying its performance such affected obligation and shall resume performance as soon as reasonably practicable.

11.9 Third parties. A person who is not a party to this Agreement has no right to enforce any term of this Agreement except and to the extent (if any) where this Agreement expressly provides that such third parties have the rights to enforce this Agreement.

11.10 Headings. Headings to the Clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.