STANDARD TERMS AND CONDITIONS - ZARECS

STANDARD TERMS AND CONDITIONS

BETWEEN

zaRECs

AND

[The MARKET PARTICIPANT]

1. Parties

This document is a Contract (hereinafter called "the Contract") between zaRECs and [The Market Participant].

2. Purpose

This Contract sets out the terms and conditions upon which the zaRECs is prepared to provide services as contemplated by the Basic Commitment (being the Principles and Rules of Operation; the PRO) to [The Market Participant].

3. Compliance with the Domain Protocol

Registrants of Production Devices become eligible to receive EECS Certificates under a specific EECS Scheme by contractually committing themselves with the Member responsible for the relevant Domain (under that Member's Standard Terms and Conditions) to comply with the Domain Protocol. The Registrant will also be subject to applicable legislation. In case of conflict between the Domain Protocol and the terms and conditions the former shall prevail.

4. Obligation to inform

Each party shall contribute to the implementation of this Contract, to the extent that both parties shall provide each other without delay all necessary information required by the application of this Contract. If the operation of a production device of [The Market Participant] no longer conforms to the reported information, [The Market Participant] shall inform zaRECs immediately about the change.

5. Information systems

zaRECs issues EECS-Certificates by using an electronic registry.

[The Market Participant] shall arrange, at his own cost, the necessary information technology architecture and interfaces which [The Market Participant] needs in order to use the EECS Registration Database. [The Market Participant] shall be responsible for sufficient data security relating to the use of the EECS Registration Database.

zaRECs has the right to change the IT prerequisites for the use of the EECS Registration Database. zaRECs shall inform [The Market Participant] in writing at least 30 calendar days prior to the implementation of material changes. In urgent cases changes can be made without prior notice. zaRECs shall then inform [the Market Participant] in writing as soon as possible after the change has been made.

zaRECs shall inform [The Market Participant] 30 days in advance of planned unavailability of the EECS Registration Database. [The Market Participant] shall be informed of other unavailability preventing the use of EECS Registration Database as soon as possible.

zaRECs has the right to prevent or restrict the use of the EECS Registration Database service by [The Market Participant] if there is misuse of the system or if [The Market Participant] has not fulfilled its contractual obligations.

6. Liability

[The Market Participant] shall at all time act in accordance with the provisions of the Domain Scheme of the relevant domain.

A Scheme Member is not liable for losses incurred by [The Market Participant], unless the Scheme Member has acted negligently.

If [The Market Participant] suffers a loss due to a negligent action of a Scheme Member, [The Market Participant] must direct the claim for compensation against the negligent Scheme Member only. The AIB, other Members of AIB or their representatives are not liable for the actions of the negligent Scheme Member.

[The Market Participant] has a duty to do everything possible to limit the extent of the damage. If [The Market Participant] does not implement adequate measures to limit the extent of the damage, compensation may be reduced.

7. Errors in Issuing

If zaRECs or [The Market Participant] discovers an error in issuing, redeeming or processing of an EECS Certificate, the other party shall be informed as soon as possible.

If there is an error in the course of issuing, redeeming or processing of an EECS Certificate or an error due to any unauthorised access to or malfunction of an EECS Registration Database, the Scheme Member and [The Market Participant] shall co-operate and use all reasonable endeavours to ensure that no unjust enrichment occurs as a result of the error. If there is an error, the EECS Certificates held in [The Market Participant]'s account may be withdrawn or amended by the Scheme Member. If not enough certificates have been issued, the IB will issue the certificates as soon as it receives the correct information.

If it transpires that the data in any Scheme Certificates is inaccurate (whether or not through an act or omission of the Registrant of the Originating Production Device), the Scheme Member is entitled to – provided that such Scheme Certificates are, at the time of such withdrawal, in the "Transferable Account" of that Registrant – withdraw those Scheme Certificates, and other Scheme Certificates of the same type.

8. Expiry from Scheme Membership

If zaRECs'sright to serve as the Scheme Member for an EECS Scheme in the related Domain expires zaRECs has the right to transfer the Contract to a new Scheme Member. If there is no new Scheme Member, zaRECs has the right to terminate the Contract. [The Market Participant] has no right to receive any refund of the paid contractual fees.

If the zaRECs stops serving as Scheme Member for an EECS Scheme [The Market Participant] has the right to retrieve its data.

9. Fees

The schedule of fees is as per separate contract.

10. Breach of the Contract

If [The Market Participant] is in breach of the Contract, including his obligation to pay the fees to zaRECs, zaRECs is entitled to stop issuing, redeeming or otherwise processing certificates.

11. Force majeure

In the case of force majeure, the parties have the right to restrict the services given to each other. Cases of force majeure are deemed to cover any events which the parties could not have prevented through reasonable caution and which make the services impossible or impair them essentially or make them financially or otherwise unreasonable. The parties shall inform each other of the occurrence of force majeure as well as of its end without delay.

12. Amendment of the Contract

If the Basic Commitment being the Principles and Rules of Operation requires that the South African Domain Protocol be amended, the parties agree to make all the required changes to this Contract in order to render it coherent with the Domain Protocol.

13. Confidentiality

Information of commercial or sensitive nature shall be treated as confidential information by both parties. Disclosure of such information requires prior written consent.

14. Assignment and Termination of the Contract

Each party may assign this contract only with the written consent of the other party. Such consent cannot be withheld with undue reason. Each party may, however, without consent at any time assign this contract to an affiliated company. Each party can terminate this contract with one month's written notice.

15. Dispute resolution

Disputes arising out of this Contract shall be settled according to national law, national jurisdiction and national courts.

Date: Date:

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Scheme Member   Market Participant