GENERAL

1. APPLICATION. Application for acquiring a second-level domain name under .MN top-level domain ("Domain Name") is open to all qualified Registrants, on a non-discriminatory, first-paid, first-served basis.
2. SELECTION OF A DOMAIN NAME. Registrant must agree to be bound by the terms of the Datacom Registration Agreement and represents that, to the best of the his/her knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used in violation of the Datacom Acceptable Use Policy (AUP) or for any unlawful purpose.
3. POLICY. Registration and use of the domain name shall be subject at all times to the Datacom Registration Agreement, Acceptable Use Policy, Privacy Policy, .MN Dispute and Complaint Resolution Policies and Procedures, and any applicable registration, renewal and transfer policies. Registrants should also be aware that they may also be subject to relevant ICANN and applicable Mongolian government public policy and legislation.
4. DOMAIN NAME. A Domain Name may be registered for active use (Domain delegation) or for inactive use (for reserved Domain Name). For active use of the Domain Name there must be an operational primary and operational secondary Domain Name System (DNS) name servers.
5. INELIGBLE NAMES. Datacom maintains a list of administratively reserved or prohibited
   a. Names that consist of characters other than "a-z", "A-Z", "0-9" and "-", or that start or end with "-" (as recommended in RFC 1035).
   b. Names of less than three characters or more than sixty-three (63) characters.
   c. Names with "-" on the third and the fourth position.

REGISTRANT INFORMATION

6. INFORMATION. As part of the registration process, Registrants are required, to provide .MN Registry with certain information and to update promptly as such information changes in order to keep records current, complete and accurate. Registrant shall provide .MN Registry (directly or through their Registrar) the following information:
   a. Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself);
   b. If the Registrant is a legally recognized entity, the contact person must be a person authorized to legally bind the entity;
   c. Valid postal address of the Registrant;
   d. Functioning e-mail address of the Registrant;
   e. Working telephone number for the Registrant, including country code and area code and proper extension, if applicable;
7. The Registrant is responsible for keeping the Registrant Information up to date and responding in a timely fashion to communications from .MN Registry. If at anytime .MN Registry becomes aware that the Registrant Information is false or inaccurate, .MN Registry reserves the right to place that Domain Name on hold or cancel the registration without notification and without refund to the Registrant.

CONDITIONS FOR REGISTRATION

8. Before a prospective Registrant can secure the registration of a particular Domain Name, six conditions must be met:
   a. A Domain Name Registrant must be: 1) a legally recognized entity (such as a corporation, NGO or Government organization) or 2) a natural person (over the age of 18 years).

b. Registrant must acknowledge to have read and understood the DOMAIN NAME REGISTRATION POLICIES and Agree to be bound by the REGISTRATION AGREEMENT and AUP;

c. Registrant must agree that the Registrant Information could be made openly available to the public by registering the information in the Whois database in accordance with .MN Privacy Policy. The intent of this publication is among other things to assist in resolving Internet domain name system related problems only.

d. Registrant must comply fully with the Acceptable Use Policy and in order for the Registrant to retain the right to use the Domain Name requested in his application, including "Compliance With Law and Policy".

e. Registrant acknowledges that Complaints and Disputes will be addressed in accordance with the CoCCA Complaint Resolution Service settled by WIPO or Council of Country Code Administrator (CoCCA) Expert Arbitrators.

f. Payment for registration of the Domain Name must be received by .MN Registry (directly or through their Registrar).

9. PROHIBITED CONTENT. MN AUP should be reviewed by all Registrants as it provides considerable guidance on activities and uses which may be prohibited. The AUP has specific prohibitions regarding use of a .MN domain in the publication adult content. Specifically;

"Communication, publication or distribution, either directly or by way of embedded links, of images or materials (including, but not limited to pornographic material and images or materials that a reasonable person as a member of the community of Mongolia would consider to be obscene or indecent) where such communication, publication or distribution is prohibited by or constitutes an offence under the laws of Mongolia or within the meaning of the Council of Country Code Administrator recommended policies, whether incorporated directly into or linked from a web site, email, posting to a news group, internet forum, instant messaging notice which makes use of domain name resolution services in the .mn ccTLD.

Material that a reasonable member of the community of Mongolia would consider pornographic, indecent, and/or obscene or which is otherwise prohibited includes, by way of example and without limitation, real or manipulated images depicting child pornography, bestiality, excessively violent or sexually violent material, sexual activity, and material containing detailed instructions regarding how to commit a crime, an act of violence, or how to prepare and/or use illegal drugs."

TERM OF REGISTRATION

10. TERM. This Agreement will remain in full force during the length of the term of your Domain Name Registration as selected, recorded, and paid for upon registration of the Domain Name. Should Registrant choose to renew or otherwise lengthen the term of your Domain Name Registration, the term of this Registration Agreement will be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

11. All Domain Names are registered for a limited period. In the absence of any successful legal challenge, the Registrant has the right of first refusal of registration renewal of that Domain Name. This right expires three (3) days after the last day of registration activation for which the Registry has received payment.

PAYMENT POLICIES - Fees and Charges

12. FEES. As consideration for the Services, Registrant agrees to pay .MN Registry or it's registrar /Registrar the applicable service(s) fees which are billed in advance, charged by credit card. All fees payable hereunder are non-refundable.

13. PRICING. All Domain names can be registered from one (1) to ten (10) years term at US$49.95/year. Domain Name redeemed during the grace period shall be subject to a

redemption fee of US$100 per domain name and the renewal fee for new domain year shall also be charged to redeem.

14. The Registrants are bound by all fees and charges and other applicable terms as published in the DOMAIN NAME REGISTRATION POLICIES.

    .MN Registry or an accredited registrar is not responsible for the failure of e-mail or any related deliveries due to outdated or inaccurate contact information or failure caused by postal and electronic mail carriers.
    Therefore, it is essential that the Registrant keep contact current information with .MN Registry or an accredited registrar. Updates to contact information and other billing related dialog should be directed to: billing@domain.mn

DISPUTE AND COMPLAINT RESOLUTION

15. Registration of the Domain Name by .MN Registry, Datacom does not confer any legal rights to that name disputes between parties over the right to use a particular name shall be resolved in accordance with applicable policy. In case of a dispute between registrants as to the rights to a particular domain name, .MN Registry, Datacom will have no role or responsibility other than to provide the contact information to both parties. If you believe a domain name registrant is using a domain name in a manner that infringes upon, dilutes or otherwise harms any of your rights you should contact the Registrant directly. Registry provides registrant contact information through our Whois database on the site.
    Datacom has adopted the Uniform Domain Name Dispute Resolution Policy established by ICANN and encourages third parties to resolve disputes with registrants through the process described in the Uniform Domain Name Dispute Resolution Policy. Please refer to Sections 6 and 7 of the Uniform Domain Name Dispute Resolution Policy regarding our involvement in a dispute between a registrant and a third party. The UDRP is a fee-based regime and Datacom invites Complainants and Registrants to try to resolve concerns amicably.
    If you are unable to resolve your concerns through direct contact and believe the domain is being used in violation of the Datacom Acceptable Use Policy you may lodge a complaint with the Council of Country Code Administrator (CoCCA)'s Complaint Resolution Service (CRS). Complaints will be reviewed in accordance with the CRS Policies and Procedures. Initial Review and mediation via the COCCA Ombudsman are free services. Referral to one of CoCCA 's Expert Panelist (should that be necessary) will attract a fee.

DOMAIN NAME TRANSFER POLICY

16. Before commencing a change of Registrant process, all fees owed by the current Registrant must be paid in full. Transfers of .MN domain names from one registrant to another shall result in a one-year extension of the term of the domain name. The gaining registrant shall pay an amount equal to a one year registration for each such transfer. Print Change of Registrant Agreement. Ensure all fields are completed and that both the Current Registrant and the Prospective Registrant have signed where required. The instructions must make clear that The Current Registrant ("the Registrant") is authorizing the changes. They must also identify The Prospective Registrant (called "the Prospective Registrant") with all the necessary contact details. The signed Change of Registration Agreement must be faxed to .MN Registry.

MISCELLANEOUS

17. MODIFICATIONS. .MN Registry reserves the right to modify or to make additions to the DOMAIN NAME REGISTRATION POLICIES at any time and treat all new policies retroactively. Registrants should review the DOMAIN NAME REGISTRATION POLICIES

from time to time, as Registrants are bound to them, and to any modifications thereto which are published via the Registry web site.

18. LIMITATION OF LIABILITY. .MN Registry shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services, to the extent permitted by law.

19. BREACH. Registrant agrees that failure to abide by any provision of .MN Policies, any operating rule or policy or the Complaint or Dispute Policy provided by .MN Registry, may be considered by Datacom to be a material breach of the Registration Agreement and that Datacom may take any actions necessary including suspension to ensure the Registrant's use is aligned with applicable policy.

20. NO GUARANTY. Registrant acknowledges that registration or reservation of your chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

21. RESERVATION OF RIGHTS. .MN Registry expressly reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registry and its affiliates, subsidiaries, officers, directors and employees. Registry also reserves the right to freeze a Domain Name during resolution of a dispute.

22. DISCLAIMER OF WARRANTIES. Registrant agrees that our Service(s) are provided on an "as is," "as available" basis. .MN Registry, Datacom expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Registry makes no warranty that the Services will meet Registrants requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free.

23. REVOCATION. A material breach of .MN Policies and agreements shall be a basis for cancellation of the domain name registration.
Registrant agrees that .MN Registry may cancel, suspend or revoke the registration of Registrant's domain name, or, suspend the delegation of Registrant's Domain Name, if as reasonably determined by .MN Registry in its sole discretion, the Registrant or any other person uses the domain name in connection with:

    a. any activity that infringes the intellectual property rights or other rights of third parties;
    b. any activity that defames or disparages any person; or
    c. any otherwise illegal or fraudulent activity.

24. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via both e-mail and registered mail (or reputable commercial courier service).

25. GOVERNING LAW. The registration policies shall be governed by and interpreted and enforced in accordance with the laws of Mongolia and applicable ICANN policies.

26. FORCE MAJEURE. Registrant acknowledges and agrees that the Registry shall not be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond Registry's reasonable control.