

CONFLICTED DOMAIN NAME SETTLEMENT AGREEMENT

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**domain name
commissionnz**

Between

[Insert Name] of [address] [Insert the name of the party paying for the domain name preference to be changed, below described as “the payer”.]

and

[Insert Name] of [address] [Insert the name of the party receiving money for the change of preference, below described as “the payee”.]

(the “Parties”)

Regarding:

[Insert the conflicted domain name here.] “Conflicted domain name.”

BACKGROUND

1. A resolution process has been completed in respect of the above conflicted domain name [xxx.nz].
2. The matters at issue in the process were:
 - 2.1. The Parties had indicated, prior to the process, their preference as wanting to register the conflicted domain name directly at the second level (the “**conflicted domain name**”).
 - 2.2. Without admission of liability, the Parties have agreed to fully and finally settle all matters arising out of and in connection to the conflicted domain name on the terms of the settlement set out in this Agreement.
 - 2.3. This Agreement is a full and final settlement for all matters relating to the conflicted domain name.
 - 2.4. By signing this agreement the Parties agree to be bound by its terms.
 - 2.5. The Parties empower the Domain Name Commission to implement an agreed change of preference where the Domain Name Commission is satisfied that an agreed payment has been made by one Party to the other. However, the Parties acknowledge that the Domain Name Commission may, at its absolute discretion, decide not to enforce an Agreement in which case the Parties could look to other options, including the Courts to enforce this Agreement.

HEADS OF AGREEMENT

3. The [insert first named party - the payer as above] has agreed to pay the payee the sum of [\$xxxx.00].

**Keeping .nz
fair for everyone.**

4. The [insert second name party - the payee as above] has agreed to change their preference notified with the Domain Name Commission to “They don’t want it, and don’t care who gets it.”

TERMS OF SETTLEMENT

5. During the process, the following was agreed between the Parties:

Purchase Price

- 5.1. The payer will make a payment of [\$xxxx] to the payee.
- 5.2. Payment is to be made to the payee’s nominated bank account as follows:
[Bank Name]
[Account Name]
[Account Number/BSB]
- 5.3. The payment needs to be made within 5 days of the date of this agreement.

Change of Preference

- 5.4. Upon confirmation of receipt of payment, the payee will change their preference within 10 days.
- 5.5. The party who is changing their preference agrees to notify the Domain Name Commission that their preference for the conflicted name is “They don’t want it, and don’t care who gets it.”

Confidentiality

- 5.6. The Parties will keep the provisions of this Agreement confidential, provided that the Parties may disclose the provisions of their legal or financial advisors or any other person that by law must be informed of the provisions and may disclose to the extent required for the enforcement of this Agreement or with the consent of the other party.

Governing Law and Enforcement

- 5.7. The laws of New Zealand govern this Agreement and each party agrees to submit to the jurisdiction of the Courts of New Zealand.
- 5.8. The Parties empower the Domain Name Commission to implement a change of preference as referred to above where the Domain Name Commission is satisfied that an agreed payment has been made by one party to the other. However, the Parties acknowledge that the Domain Name Commission may, at its absolute discretion, decide not to enforce an agreement in which case the parties could look to other options, including the Courts, to enforce this agreement.

Indemnity

- 5.9. The Parties, together and separately, indemnify DNCL, its employees, Internet NZ and the Registry against any claim for any act or omission (including negligence) in taking any steps taken to enforce this agreement unless the act or omission is fraudulent.

Additional terms and conditions

(only displayed in a mediated settlement)

Signed:

[auto populated details]

Date: [auto populated details]

[auto populated details]

Date: [auto populated details]

Template Only