

DOMAIN NAME DISPUTES SETTLEMENT AGREEMENT

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

and

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

(the “Parties”)

Regarding [Insert the domain name(s) here]

BACKGROUND

1. An Online Dispute Resolution process has been completed in respect of the above disputed domain name.
2. The matters at issue were those described during that process.
3. Without admission of liability, the Parties have agreed to fully and finally settle all matters arising out of and in connection with the Domain[/s] on the terms of the settlement set out in this Agreement.
4. This Agreement is a full and final settlement for all matters relating to the Domain[/s].

TERMS OF SETTLEMENT

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

General

6.1 [Redacted]

Payment

6.2 The payer will make payment of [\$xxx.] to the payee within 5 days of the date of this agreement.

6.3 Payment is to be made to the payee’s nominated bank account as follows:

6.3.1 [Bank Name]

6.3.2 [Account Name]

6.3.3 [Account Number/BSB]

Transfer Documentation

6.4 Upon confirmation of receipt of payment, the payee will transfer within 10 days the following Domain[/s] along with all their rights and interest in it: **[Insert domain name(s)]**

6.5 The payee must provide to the payer, a signed Change of Registrant form authorising the transfer of Domain[/s] from the payee to the payer.

6.6 In the event the payer reasonably requires any other documentation, assistance, or authorisation to effect a transfer of the Domain[/s], the payee will within 5 days of a written notice by the payer, provide the payer with such additional documentation, assistance, or authorisation.

Confidentiality

6.7 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 & Enforcement

6.8 The laws of New Zealand govern this Agreement and each party agrees to submit to the jurisdiction of the Courts of New Zealand.

6.9 The Parties empower the Domain Name Commission to implement a change of registrant 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

6.10 The Parties, together and separately, indemnify DNCL, its employees, InternetNZ 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.

Signed:

[autopopulate here the first listed name above]
Date: **[insert signing date]**

[autopopulate here the second listed name above]
Date: **[insert signing date]**