

# Registrar Registrant Agreement for Domain Names

This Domain Registration Agreement (“Registration Agreement”) is between you, the person or entity registering a domain or domains, and the Company (as defined below), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved here (<https://www.internic.net/whois.html>). For all customers, “Company”, “we”, “us” or “our” shall refer to UKCI Holdings Ltd. By using the Company’s domain registration services (the “Services”), you agree to be bound by this Registration Agreement. Please read this agreement carefully.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on our website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective (i) 30 -days after the notice for modification, addition or deletion has been posted or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that the Company may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers (“ICANN”) and/or the applicable registry administrators (“Registry Administrators”) for the top level domains (“TLD”) or country code top level domains (“ccTLD”).

## 1. OUR SERVICES

Your domain registration will be effective upon occurrence of all of the following:

- a. You accept all terms and conditions of this Registration Agreement and the the Company’s Terms of Service and its ancillary documents;
- b. The Company accepts (in its sole discretion) your domain registration application;
- c. The Company receives payment of the registration, renewal and reinstatement fees, as applicable; and

d. The Company delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the Registry Administrator puts into effect your domain registration application.

## **2. LIMITATION OF LIABILITY**

You understand that the Company does not control all aspects of the domain registration process. For example, once you submit a domain registration, the Company forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. The Company disclaims, and you agree, that the Company is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. The Company will not be held liable, nor refund a domain name registration due to spelling errors/ typos.

## **3. MULTIPLE DOMAIN REGISTRATIONS**

The Company, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

## **4. FEES**

a. Payment of fees as a condition to domain registration. As consideration for the domain registration service provided by the Company, you agree to pay the Company, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or transferred prior to the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.

b. Reservation of right to modify fees. The Company reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days' notice, for any reason, at its sole discretion.

c. Credit card charge-backs for domain registrations. In the event of a charge-back to the Company by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to the Company, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. The Company also reserves the right to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your domain registration, subject to the Company's receipt of the registration fee and any administrative and/or chargeback fees described above.

d. Credit card charge-backs for non-domain registration services. In the event of a charge-

back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your services, subject to the Company's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

## **5. REQUIRED DOMAIN REGISTRATION INFORMATION**

a. Registration information. As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):

- \* The domain registrant's name and postal address;
- \* The domain being requested;
- \* Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
- \* Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
- \* Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

b. Additional registration information. In addition, in accordance with ICANN policies, the Company is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):

- \* The original creation date of the domain registration;
- \* The submission date and time of the registration to us and by us to the proper registry;
- \* Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- \* Account records for your domain registration, including dates and amounts of all payments and refunds;
- \* The IP addresses of the primary nameserver and any secondary nameservers for the domain;
- \* The corresponding names of those nameservers;
- \* The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
- \* The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain;
- \* The expiration date of the registration; and
- \* Information regarding all other activity between you and us regarding your domain registration and related services.

c. Use of Registration Information and Additional Registration Information. You agree and acknowledge that the Company will make available the Registration Information and the Additional Registration Information to ICANN; to other third party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilias USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Company may or must make available to the public or to private entities, and the manner in which such information is made available. Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.

d. Information updating and accuracy obligations. As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify or update your Registration Information by accessing the Company's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by the Company concerning the accuracy of the Registration Information or to contact the Company immediately upon discovery of any willful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.

e. Information requirements for renewals. Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

f. Ownership of data. You agree and acknowledge that the Company owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Company may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information the Company generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet

protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Company does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Company agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.

g. Registrant Verification. You understand and agree that Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder's failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

## **6. DOMAIN PRIVACY SERVICE**

a. If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by the Company as determined in its sole discretion (the "Private WHOIS Contact Information").

b. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.

c. The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. The Company may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.

d. Notwithstanding anything to the contrary, you agree that the Company may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize the Company to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that the Company is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, the Company will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize the Company to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail

may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by the Company.

e. If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.

f. Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.

g. The Company expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:

\* To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;

\* To comply with ICANN's Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>);

\* To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;

\* In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with the Company, including, but not limited to, the Terms of Service;

\* To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;

\* To avoid any financial loss or legal liability (civil or criminal) on the part of the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;

\* To prevent inappropriate activity that comes to the Company's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally

identifiable information.

h. Pursuant to paragraph 3.7.7.3 (<http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.htm#raa>) of ICANN's Registrar Accreditation Agreement ("RAA"), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

## **7. DOMAIN PARKING**

a. Upon registration, the domain will be automatically placed on name servers provided by the Company, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain"). There is no charge for parking a domain. You hereby consent to and authorize the Company's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to register name servers using the domains that you are currently registering, the names will initially be parked with the Company until you modify the name servers after the domain registration is complete, using your account manager.

b. In the event your domain registration expires, your registration is no longer valid. If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, the Company may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with the Company until you modify the name servers after the domain renewal is complete, using your account manager.

c. The "coming soon" and/or "expired" pages may contain advertisements and other materials selected by the Company, in the Company's sole discretion. This may include, but is not limited to third-party websites, third-party product and service offerings, and/or Internet search engines. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.

d. DNS Wildcard. In the event you utilize the Company's DNS management services and fail to configure a wildcard DNS for your domain, the Company may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. The Company may point those subdomains to a web page that may contain advertisements and other materials selected

by the Company in the Company's sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines.

## **8. REGISTRATION RENEWAL**

a. Renewal obligations. You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. the Company shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

b. You may be notified at the Company's sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew.

c. Autorenewal. You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Company to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Company, unless you notify the Company that you do not wish to participate in the Company's automatic renewal process. The Company must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, the Company will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with the Company, at the Company's then current rates. You are solely responsible for the credit card or other payment information you provide to the Company and must promptly inform the Company of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and the Company shall not be liable for your failure.

d. Expired domain names. You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").

e. New customers through domain auction or brokerage partners and/or ED Transfers. If you are registering a domain name that was registered with, and not yet deleted by, the Company at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to



another Registrar for sixty (60) days from the date of any previous transfer.

## **9. DOMAIN DISPUTE RESOLUTION POLICY**

You agree to be bound by the appropriate domain dispute resolution policy (“Dispute Policy”) applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found here. The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Company harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain (“SLD”) name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder’s domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN’s Uniform Rapid Suspension (“URS”) (<http://newgtlds.icann.org/en/applicants/urs>) and to submit to any proceedings commenced pursuant to the URS, if applicable.

## **10. CHANGE OF REGISTRANT OF DOMAINS**

a. Change of Registrant. Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant’s name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN’s Transfer Policy (available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).

b. We are required to deny a change of registrant for any of the following reasons:

\* the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;

\* the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or

\* the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:

- Uniform Domain-Name Dispute-Resolution Policy (UDRP) (<https://www.icann.org/resources/pages/help/dndr/udrp-en>);

- Uniform Rapid Suspension (URS) (<https://www.icann.org/resources/pages/urs-2014-01-09-en>);

- Registrar Transfer Dispute Resolution Policy (<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>); or

- a court order.

\* Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New

Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.

\* Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

c. Designated Agent. You hereby explicitly authorize us to act as “Designated Agent” to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with and pursuant to the requirements of ICANN’s Transfer Policy.

d. Transfer of registration to another registrant. The entity or person named as the “registrant” at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Company reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by the Company in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Company the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.

e. When changing the name of registrant within the Company, you agree that at the Company’s discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Company’s discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Company in its sole discretion.

f. Transfer of registration to or from another registrar. When transferring a domain name into the Company as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by the Company in its sole discretion. At the time of transfer into the Company, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Company may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.

g. RESTRICTIONS ON REGISTRAR TRANSFERS. For generic top-level domains governed by

ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Company. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Company for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by the Company to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here - <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).

h. For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).

## **11. AGENTS AND LICENSING**

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at the Company's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/ other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

## **12. REPRESENTATIONS AND WARRANTIES**

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

## **13. INDEMNIFICATION**

a. Indemnification of the Company. You will indemnify, hold harmless, and defend the Company and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the

Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the “Indemnified Parties”) from any and all Claims. “Claim” means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys’ fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the Company’s policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). “Reasonable attorneys’ fees and costs” as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. The Company may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Company will provide you with reasonably prompt notice of any Claim.

b. Indemnification of ICANN and Registry Operators. You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afilias Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.

c. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

#### **14. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

a. Disclaimer of warranty. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.

b. Limitation of liability. YOU AGREE THAT THE COMPANY AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR

NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. THE COMPANY AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

## **15. TERM AND TERMINATION**

a. Term. The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.

b. Domain suspension, cancellation or transfer. You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by the Company, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If the domain name you have registered is found to be infringing on another person's rights, determined in the Company's discretion, the Company has the right to cancel your registration immediately. If you are in willful violation of our agreement, you will not be entitled to any refund. You also agree that the Company shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as the Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.

c. Termination. The Company reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by the Company; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by the Company in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.

d. Survival. The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

## **16. ADDITIONAL TERMS**

a. Personal Data. The Company incorporates its Privacy Policy by reference. Please read our Privacy Policy by clicking [here](#). In addition, you hereby represent that you have provided the Company's Privacy Policy to any person whose personal data you disclose to the Company and that you have obtained their consent to the foregoing.

b. Governing law; jurisdiction. Except as otherwise set forth in the Dispute Policy with respect to disputes, this Registration Agreement, your rights and obligations and all actions contemplated by this Registration Agreement shall be governed by as follows. Unless you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Commonwealth of Massachusetts. If you are in India, any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of UKCI Holdings Ltd country.

Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

c. Arbitration. Your use of the Services is also governed by the following:

\* Informal Process First. You agree that in the event of any dispute between you and UKCI Holdings Ltd, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to arbitration under these Terms.

\* Binding Arbitration. Any dispute or claim that remains unresolved after the informal dispute resolution described in Section 1 except for disputes relating to the infringement of our intellectual property rights or the access or use of the Service in violation of these Terms (a "Claim") or Claims seeking more than \$10,000 in damages, will be resolved by binding arbitration, rather than in court, provided that you may assert Claims in small claims court located in Suffolk County, Massachusetts if your Claims qualify

\* No Judge or Jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would

\* Arbitrator and Rules. The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes. These rules can be found on the AAA website at [www.adr.org](http://www.adr.org). In the event of a conflict between the commercial arbitration rules and this Arbitration Agreement, this agreement shall control, and the parties shall designate another arbitrator.

\* **Starting an Arbitration.** A party who intends to seek arbitration must first send written notice to UKCI Holdings Ltd's Legal Department of its intent to arbitrate ("Notice"). The Notice to UKCI Holdings Ltd should be sent by any of the following means:(i) electronic mail; or (ii) sending the Notice by U.S. Postal Service certified mail to UKCI Holdings Ltd.

The Notice must (x) describe the nature and basis of the claim or dispute; and (y) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or UKCI Holdings Ltd may commence an arbitration proceeding.

\* **Format of Proceedings.** The arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.

\* **Fees.** If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, we will pay all other AAA and arbitrator's fees and expenses. Any fees greater than the filing fees of the small claims court in your home jurisdiction will be paid by UKCI Holdings Ltd.

\* **Individual Basis; Jury Trial Waiver.** To the fullest extent permitted by applicable law, you and UKCI Holdings Ltd each agree that any proceeding to resolve a Claim will be conducted only in the respective party's individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action ("Class Action"). If for any reason a Claim proceeds in court rather than in arbitration, you and UKCI Holdings Ltd each waive any right to a jury trial. You and UKCI Holdings Ltd expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

\* **Enforcement.** Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods will have no applicability.

\* **Invalidity.** If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and UKCI Holdings Ltd each agree to the exclusive jurisdiction of the Federal and State courts located in Boston, Massachusetts, and you and UKCI Holdings Ltd each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

\* **Opting Out.** If you do not want to arbitrate disputes with us and you are an individual, you may opt out of this arbitration agreement by sending an email to [legal@UKCI Holdings Ltd-inc.com](mailto:legal@UKCI Holdings Ltd-inc.com)

within thirty (30) days of the first of the date you access or use the Service.

\* Confidentiality. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

d. Notices. You agree that any notices required to be given under this Registration Agreement by the Company to you will be deemed to have been given if delivered in accordance with the contact information you have provided.

e. Relationship. The Company and you are independent contractors and nothing contained in this Registration Agreement places the Company and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

f. Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

g. Severability. If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

h. Assignment. You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company and/or without using the Company's domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Company may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Company may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.

i. Intellectual property. Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Company Content"), are the proprietary property of the Company. No Company



Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Company Content granted herein. All rights of the Company or its licensors that are not expressly granted in this Registration Agreement are reserved to the Company and its licensors.

j. Entire agreement. This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and the Company, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

## **APPENDIX 'A'**

### **TERMS AND CONDITIONS OF ORDERBOX USAGE**

This Appendix A covers the terms of access to the OrderBox. Any violation of these terms will constitute a breach of agreement, and grounds for immediate termination of this Agreement.

#### **1. ACCESS TO ORDERBOX**

(1) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION, temporarily suspend OrderBox Users' access to the OrderBox in the event of significant degradation of the OrderBox, or at any time Registrar may deem necessary.

(2) Registrar may in its ABSOLUTE and UNFETTERED SOLE DISCRETION make modifications to the OrderBox from time to time.

(3) Access to the OrderBox is controlled by authentication information provided by Registrar. Registrar is not responsible for any action in the OrderBox that takes place using this authentication information whether authorized or not.

(4) Registrar is not responsible for any action in the OrderBox by a OrderBox User.

(5) OrderBox User will not attempt to hack, crack, gain unauthorized access, misuse or engage in any practice that may hamper operations of the OrderBox including, without Limitation temporary / permanent slow down of the OrderBox, damage to data, software, operating system, applications, hardware components, network connectivity or any other hardware / software that constitute the OrderBox and architecture needed to continue operation thereof.

(6) OrderBox User will not send or cause the sending of repeated unreasonable network requests to the OrderBox or establish repeated unreasonable connections to the OrderBox. Registrar will in its ABSOLUTE and UNFETTERED SOLE DISCRETION decide what constitutes as a reasonable number of requests or connections.

(7) OrderBox User will take reasonable measures and precautions to ensure secrecy of authentication information.

(8) OrderBox User will take reasonable precautions to protect OrderBox Data from misuse, unauthorized access or disclosure, alteration, or destruction.

(9) Registrar shall not be responsible for damage caused due to the compromise of your Authentication information in any manner OR any authorized/unauthorized use of the Authentication Information.

(10) Registrar shall not be liable for any damages due to downtime or interruption of OrderBox for any duration and any cause whatsoever.

(11) Registrar shall have the right to temporarily or permanently suspend access of a OrderBox User to the OrderBox if Registrar in its ABSOLUTE and UNFETTERED SOLE DISCRETION suspects misuse of the access to the OrderBox, or learns of any possible misuse that has occurred, or will occur with respect to a OrderBox User.

(12) Registrar and Service Providers reserve the right to, in their sole discretion, reject any request, network connection, e-mail, or message, to, or passing through, OrderBox

## **2. TERMS OF USAGE OF ORDERBOX**

(1) Registrant, or its contractors, employees, directors, officers, representatives, agents and affiliates and OrderBox Users, either directly or indirectly, shall not use or permit use of the OrderBox, directly or indirectly, in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose, or to promote adult-oriented or «offensive» material, or related to any unsolicited bulk e-mail directly or indirectly (such as by referencing an OrderBox provided service within a spam email or as a reply back address), or related to ANY unsolicited marketing efforts offline or online, directly or indirectly, or in a manner injurious to Registrar, Registry Operator, Service Providers or their Resellers, Customers, or their reputation, including but not limited to the following:

(1) Usenet spam (off-topic, bulk posting/cross-posting, advertising in non-commercial newsgroups, etc.);

(2) posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., more than 2-3) or posting of articles which are off-topic (i.e., off-topic according to the newsgroup charter or the article provokes complaints from the readers of the newsgroup for being off-topic);

(3) sending unsolicited mass e-mails (i.e., to more than 10 individuals, generally referred to as spamming) which provokes complaints from any of the recipients; or engaging in spamming from any provider;

(4) offering for sale or otherwise enabling access to software products that facilitate the sending

of unsolicited e-mail or facilitate the assembling of multiple e-mail addresses («spamware»);

(5) advertising, transmitting, linking to, or otherwise making available any software, program, product, or service that is designed to violate these terms, including but not limited to the facilitation of the means to spam, initiation of pingging, flooding, mailbombing, denial of service attacks, and piracy of software;

(6) harassment of other individuals utilizing the Internet after being asked to stop by those individuals, a court, a law-enforcement agency and/or Registrar;

(7) impersonating another user or entity or an existing company/user/service or otherwise falsifying one's identity for fraudulent purposes in e-mail, Usenet postings, on IRC, or with any other Internet service, or for the purpose of directing traffic of said user or entity elsewhere;

(8) using OrderBox services to point to or otherwise direct traffic to, directly or indirectly, any material that, in the sole opinion of Registrar, is associated with spamming, bulk e-mail, e-mail harvesting, warez (or links to such material), is in violation of copyright law, or contains material judged, in the sole opinion of Registrar, to be threatening or obscene or inappropriate;

(9) using OrderBox directly or indirectly for any of the below activities activities:

(1) transmitting Unsolicited Commercial e-mail (UCE);

(2) transmitting bulk e-mail;

(3) being listed, or, in our sole opinion is about to be listed, in any Spam Blacklist or DNS Blacklist;

(4) posting bulk Usenet/newsgroup articles;

(5) Denial of Service attacks of any kind;

(6) excessive use of any web service obtained under this agreement beyond reasonable limits as determined by the Registrar in its sole discretion;

(7) copyright or trademark infringement;

(8) unlawful or illegal activities of any kind;

(9) promoting net abuse in any manner (providing software, tools or information which enables, facilitates or otherwise supports net abuse);

(10) causing lossage or creating service degradation for other users whether intentional or inadvertent.

(2) Registrar in its sole discretion will determine what constitutes as violation of appropriate usage including but not limited to all of the above.

(3) Data in the OrderBox Database cannot be used for any purpose other than those listed below, except if explicit written permission has been obtained from Registrar:

(1) to perform services contemplated under this agreement; and

(2) to communicate with Registrar on any matter pertaining to Registrar or its services.

(4) data in the OrderBox Database cannot specifically be used for any purpose listed below:

(1) Mass Mailing or SPAM; and

(2) selling the data.

## **ADDITIONAL REGISTRY REQUIREMENTS**

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by, which incorporates by reference, all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLDs in which you register any domain.

## **APPENDIX 'B' .COM/.NET/.ORG SPECIFIC CONDITIONS**

If the Order is a .COM/.NET/.ORG domain name, the Registrant, must also agree to the following terms:

### **1. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

(2) the primary nameserver and secondary nameserver(s), if any for the domain name;

(3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

### **2. DOMAIN NAME DISPUTE POLICY**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'C'**

### **.BIZ SPECIFIC CONDITIONS**

If the Order is a .BIZ domain name, the Registrant, must also agree to the following terms:

#### **1. CONDITIONS FOR .BIZ REGISTRATIONS**

(1) Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .BIZ Registration Restrictions («Restrictions»), «bona fide business or commercial use» shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

(1) to exchange goods, services, or property of any kind;

(2) in the ordinary course of trade or business; or

(3) to facilitate:

(1) the exchange of goods, services, information, or property of any kind; or

(2) the ordinary course of trade or business.

(2) Registering a domain name solely for the purposes of

(1) selling, trading or leasing the domain name for compensation, or

(2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a «bona fide business or commercial use» of that domain name.

#### **2. CERTIFICATION FOR .BIZ REGISTRATIONS**

(1) As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that the registered domain name will be used primarily for bona fide business or commercial purposes and not exclusively for personal use or solely for the purposes of selling, trading or leasing the domain name for compensation, or the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .BIZ restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>.

(2) The domain name Registrant has the authority to enter into the registration agreement.

(3) The registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

### **3. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

(2) the primary nameserver and secondary nameserver(s), if any for the domain name;

(3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

### **4. DOMAIN NAME DISPUTE POLICY**

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference.

The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy («STOP»), available at <http://www.neulevel.com/countdown/stop.html>

The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .BIZ domain name with any third party (other than Registry Operator or Registrar) over the registration or use of a .BIZ domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder («Claimant») that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an

Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

## **APPENDIX 'D'**

### **.INFO DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .INFO domain name, the Registrant, must also agree to the following terms:

(1) Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) as laid out at <http://www.icann.org/udrp/udrp.htm> and comply with the requirements set forth by Afilias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are available at <http://www.afilias.info>. These policies are subject to modification.

(2) Registrant acknowledges that Afilias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation:

(1) the ability or inability of a registrant to obtain a Registered Name during these periods, and

(2) the results of any dispute over a Sunrise Registration.

## **APPENDIX 'E'**

### **.NAME SPECIFIC CONDITIONS**

If the Order is a .NAME domain name, or a .NAME Email Forward, the Registrant, must also agree to the following terms:

#### **1. .NAME REGISTRATION RESTRICTIONS**

Domain Name and Email Forward Registrations in the .NAME TLD must constitute an individual's «Personal Name». For purposes of the .NAME restrictions (the «Restrictions»), a «Personal Name» is a person's legal name, or a name by which the person is commonly known. A «name by which a person is commonly known» includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

#### **2. .NAME CERTIFICATIONS**

As a .NAME domain name or Email Forward Registrant, you hereby certify to the best of your knowledge that the SLD is your Personal Name.

### **3. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including:

- (1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;
- (2) the primary nameserver and secondary nameserver(s), if any for the domain name;
- (3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;
- (4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;
- (5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and

You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

### **4. DISPUTE POLICY**

You agree to be bound by the dispute policies in the following documents that are incorporated herein and made a part of this Agreement by reference:

- (1) the Eligibility Requirements (the «Eligibility Requirements»), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;
- (2) the Eligibility Requirements Dispute Resolution Policy (the «ERDRP»), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>; and
- (3) the Uniform Domain Name Dispute Resolution Policy (the «UDRP»), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>

The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

- (1) the Personal Name of an individual;
- (2) the Personal Name of a fictional character, if you have trademark or service mark rights in that



character's Personal Name;

(3) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

**The ERDRP applies to challenges to:**

(1) registered domain names and SLD email address registrations within .NAME on the grounds that a Registrant does not meet the Eligibility Requirements, and

(2) to Defensive Registrations within .NAME.

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than Global Name Registry («Registry Operator») or Registrar over the registration and use of an Internet domain name registered by a Registrant.

**5. .NAME EMAIL FORWARD ADDITIONAL CONDITIONS**

If the Order is a .NAME email forward, the Registrant, must also agree to the following additional terms and conditions:

(1) You acknowledge that you are responsible for all use of Email Forwarding, including the content of messages sent through Email Forwarding.

(2) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage.

(3) Without prejudice to the foregoing, you undertake not to use Email Forwarding:

(1) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(2) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(3) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or

(4) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list

(4) Users are not permitted to provide false names or in any other way to pose as somebody else

when using Email Forwarding.

(5) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's Email Forwarding.

(6) On discontinuing Email Forwarding, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

## **APPENDIX 'F'**

### **.NAME DEFENSIVE REGISTRATIONS SPECIFIC CONDITIONS**

If the Order is a .NAME Defensive Registration, the Registrant, must also agree to the following terms:

#### **1. DEFENSIVE REGISTRATIONS**

Defensive Registrations allow owners of nationally registered marks to exclusively pre-register on the .NAME space and create a protective barrier for their trademarks. A «Defensive Registration» is a registration granted to a third party of a specific string on the second or third level, or of a specific set of strings on the second and third levels, which will not resolve within the domain name system but may prevent the registration of the same string(s) on the same level(s) by other third party applicants.

#### **2. PHASES OF DEFENSIVE REGISTRATIONS**

(1) As a Defensive Registration Registrant («Defensive Registrant»), you hereby certify to the best of your knowledge that for Phase I Defensive Registrations («Phase I Defensive Registrants»), you own valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001 for strings that are identical to the textual or word elements, using ASCII characters only, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. You understand that trademark or service mark registrations from the supplemental or equivalent Registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

(2) Phase II Defensive Registrants may apply for a Defensive Registration for any string or combination of strings.

(3) Defensive Registrants, whether Phase I or Phase II shall comply with the following Eligibility Requirements, available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>, the summary of which is as follows:

(1) There are two levels of Defensive Registrations, each of which is subject to payment of a separate fee;

(2) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee;

(3) The Defensive Registrant must provide the information requested in Section 3(i) below;

(4) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

### **3. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to the Defensive Registration. You understand and agree that this contact information will be provided as part of the Whois record for the Defensive Registration. You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

In addition to the information provided in subsection 1. above, Phase I Defensive Registrants must also provide:

(1) the name, in ASCII characters, of the trademark or service mark being registered;

(2) the date the registration issued;

(3) the country of registration; and

(4) the registration number or other comparable identifier used by the registration authority.

### **4. DISPUTE POLICY**

If you registered a Defensive Registration, you agree that:

(1) the Defensive Registration will be subject to challenge pursuant to the Eligibility Requirements Dispute Resolution Policy («ERDRP»);

(2) if the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees; and

(3) if a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of Appendix F to the agreement of Global Name Registry («Registry Operator») with the Internet Corporation for Assigned Names and Numbers («ICANN»), available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>;

(4) if a Phase I Defensive Registration is successfully challenged on the basis that it did not meet the applicable Eligibility Requirements, the Defensive Registrant will thereafter be required to demonstrate, at its expense, that it meets the Eligibility Requirements for Phase I Defensive

Registrations for all other Phase I Defensive Registrations that it registered within .NAME through any Registrar. In the event that the Defensive Registrant is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled;

(5) The ERDRP applies to, among other things, challenges to Defensive Registrations within .NAME and is available at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>.

## **5. CONSENT**

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. For example, if you have filed a Defensive Registration on PQR (which blocks out ANYSTRING.PQR.name and PQR.ANYSTRING.name), you may be asked to give consent to John Pqr to register JOHN.PQR.name if he can prove that PQR is his name. In such a circumstance, you will have five (5) days to respond to a request for consent.

## **APPENDIX 'G'**

### **.US DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .US domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

(2) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder;

(3) you agree that failure to abide by the usTLD Nexus Requirements Policy shall be a basis for cancellation of the domain (<http://www.neustar.us/the-ustld-nexus-requirements/>);

(4) you are of legal age to enter into this Agreement;

(5) you agree to comply with all . usTLD Administrator Reservation of Rights policy displayed at <http://www.neustar.us/ustld-administrator-reservation-of-rights/> and the Policy Statement by usTLD Administrator displayed at <http://www.neustar.us/policy-statement-by-ustld-administrator/>

(6) you agree to comply with the usTLD Acceptable Use Policy displayed at <http://www.neustar.us/ustld-acceptable-use-policy/>

(7) you agree to comply with all Registry Operator policies regarding the use of proxy domain name services. You further agree that if you license the use of a domain name to a third party you are nonetheless the Registered Name Holder and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact

information pursuant to the Registration Agreement and that you shall accept liability for harm caused by wrongful use of the domain.

(8) you certify that the Registered Name Holder meets the requirements set out in the usTLD Nexus Requirements Policy (<http://www.neustar.us/the-ustld-nexus-requirements/>) and that the Registered Name Holder is either:

(1) a citizen or permanent resident of the United States of America or any of its possessions or territories, whose primary place of domicile is in the United States of America or any of its possessions; or

(2) a United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof); or

(3) a foreign entity or organization that has a bona fide presence in the United States

(9) you consent to the data processing as required by the Whois Accuracy Program Specification (<http://www.neustar.us/data-accuracy/>) and the .US Privacy Policy (<http://www.neustar.us/us-privacy-statement-v-2/>).

## **2. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

(1) full name of an authorized contact person, company name, postal address, e-mail address, voice telephone number, and fax number if available of the Registrant;

(2) the primary nameserver and secondary nameserver(s), if any for the domain name;

(3) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name;

(4) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name;

(5) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name;

(6) any other data NeuStar, as the Registry, requires be submitted to it, including specifically information regarding the primary purpose for which a domain name is registered (e.g., business, education, etc.); and

## **3. GOVERNMENT USE OF DATA**

You understand and agree that the U.S. Government shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. «Data» means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

#### **4. DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under Domain Dispute policies set forth by Neustar. These policies are available at <http://www.neustar.us> and are hereby incorporated and made an integral part of this Agreement.

#### **5. SUSPENSION, CANCELLATION OR TRANSFER**

Your registration of the domain name shall be subject to suspension, cancellation, or transfer:

(1) pursuant to any usTLD Administrator adopted specification or policy, or pursuant to any registrar or usTLD Administrator procedure not inconsistent with a usTLD Administrator adopted specification or policy; or

(2) to correct mistakes by Registrar or the usTLD Administrator in registering the name; or

(3) for the resolution of disputes concerning the domain name.

#### **APPENDIX 'H' .IN DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .IN domain name, the Registrant, must also agree to the following terms:

##### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used, infringes the legal rights of any third party, breaks any applicable laws or regulations, including discrimination on the basis of race, language, sex or religion, is used in bad faith or for any unlawful purpose;

(2) your registered domain name is not contrary to public policy and the content of the website does not violate any Indian Laws.

##### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the dispute policies as decided by the .IN Registry and published at <http://www.registry.in> that are incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'I'**

### **.EU DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .EU domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

(2) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder;

(3) you are registering an .eu domain name as either:

(1) an undertaking having its registered office, central administration or principal place of business within the European Union Community; or

(2) an organisation established within the EU Community without prejudice to the application of national law; or

(3) a natural person resident within the EU Community.

(4) you are of legal age to enter into this Agreement; and

(5) you agree to comply with all applicable laws, regulations and policies of the .EU Registry. The details of the same can be obtained from <http://www.eurid.eu/>.

#### **2. PROVISION OF REGISTRATION DATA**

As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

(1) the full name of the Registrant; where no name of a company or organisation is specified, the individual requesting registration of the Domain Name will be considered the Registrant; if the name of the company or the organisation is specified, then the company or organisation is considered the Registrant;

(2) address and country within the European Union Community:

(1) where the registered office, central administration or principal place of business of the undertaking of the Registrant is located; or

(2) where the organisation of the Registrant is established; or

(3) where the Registrant resides;

(3) e-mail address of the Registrant;

(4) the telephone number where the Registrant can be contacted.

### **3. DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under Domain Dispute policies set forth by the EU Registry. These policies are available in the EU Regulation 874/2004 at <http://www.eurid.eu> and are hereby incorporated and made an integral part of this Agreement.

### **4. SUSPENSION, CANCELLATION OR TRANSFER**

Your registration of the domain name shall be subject to suspension, cancellation, or transfer:

(1) pursuant to the rules set forth by the EU Registry within the EU Regulation 874/2004 or any other policy listed at <http://www.eurid.eu/>; or

(2) to correct mistakes by Registrar or the EU Registry in registering the name; or

(3) for the resolution of disputes concerning the domain name.

## **APPENDIX 'J'**

### **PRIVACY PROTECTION SERVICE SPECIFIC CONDITIONS**

#### **1. DESCRIPTION OF SERVICES**

The Privacy Protection Service hides the contact details of the actual owner from appearing in the Whois Lookup Result of his domain name.

#### **2. IMPLEMENTATION DETAILS**

(1) Registrant acknowledges and agrees that the contact information being displayed in the Whois of a privacy protected Domain Order will be those designated by the Registrar, and

(1) any mail received via post at this Address would be rejected;

(2) any telephone call received at this Telephone Number, would be greeted with an electronic answering machine requesting the caller to email the email address listed in the Whois of this privacy protected domain name;

(3) the sender of any email to an email address listed in the Whois of this privacy protected domain name, will get an automated response email asking them to visit the URL <http://www.privacyprotect.org/> to contact the Registrant, Administrative, Billing or Technical Contact of a privacy protected domain name through an online form. This message would be relayed as an email message via <http://www.privacyprotect.org/> to the actual Registrant, Administrative, Billing or Technical Contact email address in the OrderBox Database.



(2) Registrant agrees that we can not guarantee delivery of messages to either the Registrant, Administrative, Billing, Technical Contact, or Customer of a privacy protected Order, and that such message may not be delivered in time or at all, for any reason whatsoever. Registrar and Service Providers disclaim any and all liability associated with non-delivery of any messages relating to the Domain Order and this service.

(3) Registrant understands that the Privacy Protection Service is only available for certain TLDs.

(4) Irrespective of whether Privacy Protection is enabled or not, Registrants are required to fulfill their obligations of providing true and accurate contact information as detailed in the Agreement.

(5) Registrant understands and acknowledges that Registrar in its sole, unfettered discretion, can discontinue providing Privacy Protection Services on the Order for any purpose, including but not limited to:

(1) when required by a valid court order;

(2) when required by the applicable registry rules or policies;

(3) pursuant to any applicable laws, government rules or requirements, requests of law enforcement agency;

(4) when the registrant fails to renew the service;

(5) when required to respond to an ICANN approved UDRP or URS service provider;

(6) when a domain name is suspended for a violation of Registrar-Registrant agreement, Acceptable usage policy, or other Terms of services applicable to the customer, domain name or whois privacy service;

(7) for any other reason that Registrar in its sole discretion deems appropriate to switch off the Privacy Protection Services.

(6) Registrant understands and acknowledges that Registrar in its sole, unfettered discretion, can DISCLOSE the underlying registrant data to a requesting party in the following circumstances:

(1) When required to comply with the applicable registry rules or policies;

(2) When required to respond to a valid subpoena or warrant;

(3) On receiving information request from a Law Enforcement Agency or any Government body authorized to act on behalf of the Law Enforcement Agency.

### **3. INDEMNITY**

Registrant agrees to release, defend, indemnify and hold harmless Registrar, Service Providers, PrivacyProtect.org, and their parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees, from and against any and all claims, demands, liabilities,

losses, damages or costs, including reasonable attorney's fees, arising out of or related in any way to the Privacy Protection services provided hereunder.

## **APPENDIX 'K'**

### **.UK DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .UK domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .UK domain name, involves you contracting with the Nominet which is the .UK Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.nominet.org.uk/go/terms>.

(2) you agree to comply with all applicable laws, regulations and policies of Nominet available on their website at <http://www.nominet.org.uk/uk-domain-names/registering-uk-domain/legal-details/terms-and-conditions-domain-name-registration>.

#### **2. EXPIRED DOMAIN POLICY**

.UK domain owner can contact the Registrar of their domain name upto 6 months prior to domain expiry date to get their domain name renewed. Not renewing .UK domain name before its expiry date will result in suspension of the domain registration and other services associated with the domain name. After the expiry, .UK domain name will enter the renewal grace period of 90 days and Registrar will allow the domain owner to renew their domain name at normal renewal price for this period. If the domain name is not renewed within the 90 day period, it will be deleted and make available for fresh registration by .UK registry.

#### **3. DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by Nominet. These policies are available at <http://www.nominet.org.uk/disputes/when-use-drs/policy-and-procedure> and are hereby incorporated and made an integral part of this Agreement.

## **APPENDIX 'L'**

### **.TRAVEL DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .TRAVEL domain name, the Registrant, must also agree to the following terms:

#### **1. PROVISION OF REGISTRATION DATA**

Over and above the obligations already described in this Agreement, you are required to provide us the UIN (Unique Identification Number), as issued by the .TRAVEL Registry to an entity that is eligible to hold a .travel domain name.

#### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the current .TRAVEL TLD Charter Eligibility Dispute Resolution Policy as well as the Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/> that are incorporated herein and made a part of this Agreement by reference.

## **APPENDIX ‘M’ .WS DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .WS domain name, the Registrant, must also agree to the following terms:

### **1. GOVERNMENT USE OF DATA**

You understand and agree that the .WS Registry shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by You. «Data» means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX ‘N’ .COOP DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .COOP domain name, the Registrant, must also agree to:

(1) the terms and conditions of the .COOP Registration Agreement with the .COOP Sponsor DCLLC (DotCoop Limited Liability Company), available at [http://www.coop/wp-content/uploads/2017/05/140103-registration\\_agreement.pdf](http://www.coop/wp-content/uploads/2017/05/140103-registration_agreement.pdf); and

(2) the Verification & Eligibility Policy available at <http://www.coop/wp-content/uploads/2017/06/verification-policy.pdf>; and

(3) the Charter Eligibility Dispute Resolution Policy («CEDRP») and DotCoop Domain Name Dispute Resolution Policy («DCDRP») found at [http://www.coop/wp-content/uploads/2017/06/coop\\_dispute\\_policy.pdf](http://www.coop/wp-content/uploads/2017/06/coop_dispute_policy.pdf)

all of the above included herein by reference.

Where there is a conflict, contradiction or inconsistency between the provisions of this Appendix (.COOP DOMAIN NAME SPECIFIC CONDITIONS) and this DOMAIN REGISTRANT AGREEMENT, the provisions of this Appendix shall prevail in respect of all .COOP domain name registrations only.

In particular we draw the following to your attention:

## **1. ELIGIBILITY AND PRIVACY**

You agree:

(1) to meet all eligibility requirements mandated by .COOP Sponsor for registration of a .COOP name, as set forth in the .COOP Charter set out in <http://www.icann.org/tlds/agreements/coop/sponsorship-agmt-att1-05nov01.htm>.

(2) in the event you are found not to be entitled to register a .COOP domain name for failure to meet .COOP Sponsor eligibility requirements, that the domain name may not be registered (and, if already registered, it will be deleted). You release the .COOP Sponsor from any and all liability stemming from deletion of any domain name. Deleted .COOP names will be returned to the pool of names available for registration. The privacy statement, located on the .COOP Sponsor's Web site at [http://www.coop/wp-content/uploads/2017/06/privacy\\_policy\\_-\\_120328.pdf](http://www.coop/wp-content/uploads/2017/06/privacy_policy_-_120328.pdf) and incorporated herein by reference sets forth your and the .COOP Sponsor's rights and responsibilities with regard to your personal information.

## **2. APPLICABLE POLICIES**

You agree to adhere to the .COOP policies set forth on <http://www.nic.coop/policies/>, including but not limited to the requirement that third-and-higher-level domain names within your second level domain may only be used internally by you (absent a written license from the .COOP Sponsor).

## **3. DOMAIN NAME DISPUTES**

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the .COOP Sponsor's dispute policy as found at [http://www.coop/wp-content/uploads/2017/06/coop\\_dispute\\_policy.pdf](http://www.coop/wp-content/uploads/2017/06/coop_dispute_policy.pdf) as it may be modified at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold your .COOP Registrar and the .COOP Sponsor harmless pursuant to the terms and conditions set forth in the .COOP Domain Name Specific Conditions. If the .COOP Registrar or Sponsor are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without prior approval. Registrar may not allow you to make changes to such domain name record until

(i) Registrar is directed to do so by the judicial or administrative body, or

(ii) Registrar receives notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

## **APPENDIX 'O' CENTRALNIC DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is either a AE.ORG, .BAR, BR.COM, CN.COM, COM.DE, DE.COM, EU.COM, GB.COM,

GB.NET, GR.COM, HU.COM, JPN.COM, KR.COM, .LA, NO.COM, QC.COM, .REST, RU.COM, SA.COM, SE.COM, SE.NET, UK.COM, UK.NET, US.COM, UY.COM, .XYZ, ZA.COM, .RENT, .LOVE, .COLLEGE, .DESIGN, .FANS, .US.COM, .UK.COM, .GB.NET, .COM.DE, .CN.COM, .BR.COM, .GR.COM, .DE.COM, .AE.ORG, .QC.COM, .EU.COM, .SE.NET, .RU.COM, .HU.COM, .SE.COM, .NO.COM, .UK.NET, .SA.COM, .JPN.COM, .UY.COM, .KR.COM, .ZA.COM, .GB.COM, .FEEDBACK, .PROTECTION, .SECURITY or .THEATRE domain name, the Registrant, must also agree to the following terms:

## **1. GOVERNMENT USE OF DATA**

You understand and agree that CentralNic shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever and to have or permit other to do so, all Data provided by Registrant. «Data» means any recorded information, and includes without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

## **2. DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under Domain Dispute policies set forth by CentralNic. These policies are available at <http://www.centralnic.com> and are hereby incorporated and made an integral part of this Agreement.

### **APPENDIX 'P'**

#### **.MOBI DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .MOBI domain name, the Registrant, must also agree to the following terms:

##### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .MOBI domain name, involves you contracting with mTLD which is the .MOBI Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://mtld.mobi/system/files/Registrar-Registrant+Agreement+Text+%5BJan+09+revision%5D.pdf>.

(2) you agree to comply with all applicable laws, regulations and policies of mTLD available on their website at <http://www.mtld.mobi/>.

##### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

### **APPENDIX 'Q'**

#### **.ASIA DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .ASIA domain name, the Registrant, must also agree to the following terms:

## **1. DEFINITIONS**

(1) «Charter Eligibility Declaration Contact» («CED Contact») is a contact that is designated to make the declaration that it meets the Charter Eligibility Requirement for registering a .ASIA domain name.

(2) «Charter Eligibility Requirement» means the eligibility requirement set out in the .ASIA Charter, that the Registered Name Holder is required to comply with. The policy for such requirement, the «Charter Eligibility Requirement Policy» is stated on DotAsia's website at <http://policies.registry.asia>.

## **2. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .ASIA domain name, involves you contracting with the .ASIA Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://policies.registry.asia>.

(2) you are aware that every .ASIA domain name must specify a CED Contact, that is a legal entity or natural person in the DotAsia Community. The DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region (<http://www.icann.org/montreal/geo-regions-topic.htm>).

(3) you are aware that in the event you do not have a legal entity or natural person in the DotAsia Community, the Registrar allows you to designate a Registrar-assigned CED Contact, to facilitate your .asia domain name registration.

(4) you have made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

(5) in the event of a domain name dispute both the CED Contact and the Registrant Contact can be named as the responding party, the CED Contact however is responsible only for acknowledging the dispute proceedings and to refer the case to the Registrant Contact. The Registrant Contact shall remain solely responsible for all operations and liabilities regarding the use of the domain.

## **3. DOMAIN DISPUTE POLICY**

You agree to be bound by the current ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), available at <http://www.icann.org/dndr/udrp/policy.htm> and ICANN's Charter Eligibility Dispute Resolution Policy (CEDRP), available at <http://www.icann.org/udrp/cedrp-policy.html>, that are incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'R'**

### **.ME DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .ME domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .ME domain name, involves you contracting with the doMEn, d.o.o. Registry which is the .ME Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.domain.me/>.

(2) you agree to comply with all applicable laws, regulations and policies of doMEn, d.o.o. available on their website at <http://www.domain.me/>.

#### **2. DOMAIN DISPUTE POLICY**

You agree to submit to proceedings under the Dispute Resolution Service Policy set forth by doMEn, d.o.o.. These policies are available at <http://www.domain.me/> and are hereby incorporated and made an integral part of this Agreement.

## **APPENDIX 'S'**

### **.TEL DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .TEL domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that registering a .TEL domain name, involves you contracting with the telnic which is the .TEL Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.telnic.org/>.

(2) you are aware that registering a .TEL domain name, requires you to submit atleast one communications contact such as a telephone number, an email address, an instant-messaging handle or a web link associated with you.

#### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the current Uniform Domain Name Dispute Resolution Policy, available

at <http://www.icann.org/udrp/udrp.htm> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX ‘T’ .CN DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .CN domain name, the Registrant, must also agree to the following terms:

### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CN domain name, involves you contracting with the CNNIC which is the .CN Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.cnnic.cn>.

### **2. DOMAIN DISPUTE POLICY**

If the Order is a .CN domain name, the Registrant, must also agree to be bound by the current CNNIC Domain Name Dispute Resolution Policy, available at <http://www.cnnic.cn/> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX ‘U’ .NZ DOMAIN NAME SPECIFIC CONDITIONS**

Registrar and registrant are bound by the policies, at <http://dnc.org.nz/policies>, that are incorporated herein and made a part of this Agreement by reference.

In the case of any conflict between .NZ and this agreement, the .NZ terms apply. If the Order is a .NZ domain name the following applies:

### **1. REGISTER IS THE RECORD**

For all purposes the details shown in the .NZ register shall be treated as correct and the authoritative record.

### **2. CANCELLATION OF A DOMAIN NAME**

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to its renewal, we will give you fourteen days notice before we initiate action to cancel that domain name.

### **3. LAW AND JURISDICTION APPLYING TO THIS APPENDIX**

To the extent legally permitted, you agree that:

(1) all services of the .NZ Registry are provided under New Zealand law.

(2) any claim or dispute arising out of or in connection with this agreement must be instituted



within 60 days from the date the relevant service was supplied to you.

(3) except as otherwise stated, you may take action against us only in a New Zealand court.

#### **4. CANCELLING THE AGREEMENT**

We may cancel or suspend this agreement by giving you one month's notice.

#### **5. REGISTRAR-REGISTRAR TRANSFER**

The Registrant acknowledges and agrees that during the first five days after initial registration of the Order the Registrant may not be able to transfer the Order to another Registrar.

### **APPENDIX 'V' .CO DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .CO domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CO domain name, involves you contracting with the .CO Internet S.A.S which is the .CO Administrator, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.cointernet.co/>.

#### **2. LAW AND JURISDICTION**

To the extent legally permitted, you agree that:

(1) all services of the .CO Registry are provided under laws of Colombia.

(2) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and the .CO Registry shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogota, Colombia.

#### **3. DOMAIN DISPUTE POLICY**

If the Order is a .CO domain name, the Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at <http://www.icann.org/en/udrp/udrp-policy-24oct99.htm> (the «UDRP»), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Agreement.

### **APPENDIX 'W' .CA DOMAIN NAME SPECIFIC CONDITIONS**

.CA - Should you seek to register a .CA top level domain, you must agree to be bound by the following additional terms. In the event that any term in this Registration Agreement conflicts with CIRA's Registrant Agreement, CIRA's Registrant Agreement shall apply to any and all .CA domain registrations.

## **1. DEFINITIONS: THE FOLLOWING DEFINITIONS APPLY TO APPENDIX 'W' ONLY**

(1) «Registrant Registration Agreement» shall mean CIRA's Registration Agreement available at <http://cira.ca/assets/Documents/Legal/Registrants/registrantagreementv2.0.pdf>

(2) «Registrar,» «National CA Domains,» «we,» or «us» shall mean National CA Domains, Ltd., a wholly-owned subsidiary of Dotster, Inc., and a certified registrar of .CA domains by CIRA pursuant to the Registrar Registration Agreement (<http://cira.ca/assets/Documents/Legal/Registrants/registrantagreementv2.0.pdf>) entered into between National CA Domains and CIRA («Registrar Registration Agreement»).

(3) «Registry,» «Registry Operator,» or «CIRA» shall mean Canadian Internet Registration Authority, the not-for-profit organization that manages the .CA domain space.

(4) Capitalized terms used in this APPENDIX but not defined shall have the meaning as set out in the Registration Agreement (<http://cira.ca/assets/Documents/Legal/Registrants/registrantagreementv2.0.pdf>) or Registrar Registration Agreement (<http://cira.ca/assets/Documents/Legal/Registrants/registrantagreementv2.0.pdf>).

## **2. CA DOMAIN NAME REGISTRATION INFORMATION AND ITS USE**

(1) You acknowledge and agree that you are required to submit to National CA Domains and keep updated the following information in connection with your application for .CA domain name registration -

(1) the .CA domain name to be registered;

(2) the .CA domain name holder's name and mailing address;

(3) the name, mailing address, email address, telephone number, and fax number of the Administrative Contact for the .CA domain name;

(4) the name, mailing address, email address, telephone number, and fax number of the billing contact for the .CA domain name; and

(5) Canadian presence qualification as required by CIRA's Canadian Presence Requirements for Registrants available at <http://cira.ca/assets/Documents/Legal/Registrants/CPR.pdf>

(2) Obligations Relating to Provided Data. If, in registering a .CA domain name, you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Registration Agreement.

(3) Disclosure and Use of Registration Information. You agree to authorize National CA Domains to provide any information to CIRA and any other third parties as applicable laws may require or permit. You acknowledge and agree that National CA Domains may make publicly available, or directly available to third-party vendors, some or all of the .CA domain registration information provided by you, for purposes of inspection such as through National CA Domains' WHOIS service, for targeted marketing, or for any other purpose as required or permitted by CIRA and/or applicable laws.

(4) We will not process any data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Registration Agreement or in our Privacy Policy ([http://www1.domain.com/legal/legal\\_privacy.bml](http://www1.domain.com/legal/legal_privacy.bml)). We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information. We will have no liability to you or any third party to the extent such reasonable precautions are taken.

(5) You acknowledge and agree that CIRA may establish guidelines, limits, and/or requirements that relate to the amount and type of information that National CA Domains may or must make available to the public or to private entities, and the manner in which such information is made available.

### **3. CIRA POLICY**

(1) You agree that:

(1) Your registration of a .CA domain name shall be subject to suspension, cancellation, or transfer pursuant to any CIRA-adopted policy, or pursuant to any Registrar or Registry procedure not inconsistent with a CIRA-adopted policy,

(1) to correct mistakes by Registrar or Registry in registering the name, or

(2) for the resolution of disputes concerning a .CA domain name.

(2) CIRA may, at its option, extend any period for the registration of a .CA domain name at no charge to Registrar or you for such further period of time as CIRA may determine, in its sole discretion.

(3) CIRA shall not be liable to you for:

(1) any loss, damage, or expense arising out of CIRA's failure or refusal to register a .CA domain name;

(2) CIRA's failure or refusal to renew a .CA domain name;

(3) CIRA's registration of a .CA domain name;

(4) CIRA's failure or refusal to renew a .CA domain name;

- (5) CIRA's renewal of a .CA domain name;
- (6) CIRA's failure or refusal to transfer a .CA domain name;
- (7) CIRA's transfer of a .CA domain name;
- (8) CIRA's failure or refusal to maintain or modify a .CA domain name;
- (9) CIRA's maintenance of a .CA domain name;
- (10) CIRA's modification of a .CA domain name;
- (11) CIRA's failure to cancel a .CA domain name; or
- (12) CIRA's cancellation of a .CA domain name from the Registry.

(4) In no event shall you pursue any claim against CIRA, and in no event shall CIRA be liable to you, for any direct, indirect, special, punitive, exemplary, or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by Registrar of its obligations under any agreement between Registrar and you, or the Registrar Registration Agreement.

(5) Registration of your selected .CA domain name in its first application to CIRA shall not be effective until you have entered into and agree to be bound by CIRA's Registration Agreement (<http://cira.ca/assets/Documents/Legal/Registrants/registrantagreementv2.0.pdf>).

(6) We shall immediately give notice to you in the event that we are no longer a CIRA certified registrar, have had our certification as a CIRA certified registrar suspended or terminated, or the Registrar Registration Agreement is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to you thereof.

(7) In the event that we are no longer a CIRA certified registrar, have had our certification as a CIRA certified registrar suspended or terminated, or in the event the Registrar Registration Agreement is terminated or expires, you shall be responsible for changing your registrar of record to a new CIRA certified registrar within 30 days of the earlier of notice thereof being given to the you by (i) us or (ii) CIRA in accordance with CIRA's then-current General Registration Rules (<http://www.cira.ca/assets/Documents/Legal/Registrars/registrationrules.pdf>); provided, however, that if any of your domain name registration(s) is scheduled to expire within 30 days of the giving of such notice, you shall have 30 days from the anniversary date of the registration(s) to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with then-current General Registration Rules (<http://www.cira.ca/assets/Documents/Legal/Registrars/registrationrules.pdf>).

(8) You shall not, directly or indirectly, through registration or use of your .CA domain name or otherwise (i) violate or contribute to the violation of the intellectual property rights or other rights of any other person; (ii) defame or contribute to the defamation of any other person; or (iii) unlawfully discriminate or contribute to the unlawful discrimination of any other person.

(9) National CA Domains and CIRA shall not be responsible in any way whatsoever -

(1) for the use of any .CA domain name in the Registry; and

(2) for any conflict or dispute with or any actual or threatened claim against us or you, including one relating to a registered or unregistered trade-mark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other person.

(10) You agree that we may amend this Registration Agreement at any time, with or without notice to you, to reflect any amendments to the Registrar Registration Agreement or any other rules, policies, or guidelines established by the Registry.

(11) You acknowledge that registration of a .CA domain name does not create any proprietary right for you, us or any other person in the name used as a .CA domain name or the domain name registration and that the entry of a .CA domain name in the Registry or in the «WHOIS» look up system of the Registry shall not be construed as evidence or ownership of the registered .CA domain name. You shall not in any way transfer or purport to transfer a proprietary right in any .CA domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a .CA domain name registration.

#### **4. CIRA DISPUTE POLICY**

(1) In the event of any dispute with respect to your registered .CA domain name, you agree to be bound by the CIRA Domain Name Dispute Resolution Policy («CIRA Dispute Policy») available at <http://cira.ca/assets/Documents/Legal/Dispute/CDRPolicy.pdf>, as it may be amended from time to time, which is hereby incorporated and made a part of this Registration Agreement by reference.

(2) You agree that, if the registration of your .CA domain name is challenged by a third party, you will be subject to the provisions specified in the CIRA Dispute Policy in effect at the time of the dispute.

(3) You agree that, in the event a domain name dispute arises with any third party, you shall indemnify and hold Registrar harmless pursuant to the terms and conditions contained in the CIRA Dispute Policy.

#### **5. TRANSFER OF OWNERSHIP**

(1) National CA Domains will consider the entity named as the Administrative Contact for the .CA domain name at the time the controlling user name and password are secured as the agent of that domain name. In accordance with CIRA policy, a domain name's registrar and agent cannot be changed until at least 60 days after initial registration. You agree that, prior to the effectiveness of any transfer of ownership of your domain name to another person or entity, you will pay National CA Domains the then-current amount set forth by National CA Domains for the transfer of ownership of a domain name. You further agree that as a condition of any

such transfer of ownership of your domain name, the entity to which you seek to transfer your domain name (the «Transferee») shall agree in writing to be bound by all terms and conditions of this Registration Agreement. Your domain name will not be transferred until we receive such written assurances, and actual payment of the transfer fee, or reasonable assurance of payment of the transfer fee from a third party (such reasonable assurance as determined by National CA Domains in its sole discretion). You acknowledge and agree that if you attempt to transfer your domain name registration without paying National CA Domains the then-current amount set by National CA Domains for the transfer of ownership of a domain name, or if the entity to which you seek to transfer your domain name fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain name registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain name.

## **6. MISCELLANEOUS**

(1) You agree that National CA Domains is not liable or responsible for any errors, omissions, or other actions by CIRA arising out of or related to your application or receipt of, or failure to receive, a .CA domain name registration. You further agree to indemnify, defend and hold harmless the administrators, directors, officers, employees, and agents of National CA Domains and of CIRA from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your .CA domain name registration.

(2) You acknowledge and agree that National CA Domains cannot guarantee that you will obtain a desired .CA domain name registration, even if an inquiry indicates that domain name is available, since National CA Domains cannot know with certainty whether or not an application for a domain name which you are seeking is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the .CA domain name registration process or related databases maintained by CIRA.

(3) You acknowledge and agree that National CA Domains does not check to see whether the .CA domain name you select, or the use you make of the domain name, infringes the legal rights of others. We urge you to investigate whether the .CA domain name you select, or its use, infringes the legal rights of others, and in particular we suggest you seek advice of competent counsel.

(4) You acknowledge and agree that National CA Domains may be ordered by a court or administrative agency to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your .CA domain name, we may turn to you to hold us harmless and to indemnify us.

(5) You acknowledge and agree that any of the following actions shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your .CA domain name registration:

(1) willfully providing false or inaccurate information;

(2) willfully failing to update information promptly; or

(3) failing to respond to National CA Domains' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request.

(6) You hereby consent to any and all such disclosures and use of, and guidelines, limits, and restrictions on disclosure or use of information, updated from time to time and provided in connection with registration of a .CA domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of the .CA domain name registration information.

## **APPENDIX 'X'**

### **.DE DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .DE domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .DE domain name, involves you contracting with the DENIC eG (DENIC) which is the .DE Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.denic.de/en/domains.html>.

#### **2. LAW AND JURISDICTION**

To the extent legally permitted, you agree that:

(1) all services of the .DE Registry are provided under laws of Germany.

(2) either the Registrant or the Administrative Contact of your .DE domain name is domiciled in Germany and would be legally able to receive German Court documents and/or summons.

(3) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .DE TLD between Registrant and the .DE Registry shall be governed exclusively by the laws of Germany and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Germany.

#### **3. DOMAIN DISPUTE POLICY**

If the Order is a .DE domain name, the Registrant, must also agree to be bound by the current DENIC Domain Name Dispute Resolution Policy, available at <http://www.denic.de/en/domains.html> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'Y'**

### **.ES DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .ES domain name, the Registrant, must also agree to the following terms:

## **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .ES domain name, involves you contracting with the Red.es (ESNIC) which is the .ES Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dominios.es/>.

## **2. LAW AND JURISDICTION**

To the extent legally permitted, you agree that:

(1) all services of the .ES Registry are provided under laws of Spain.

(2) any disputes, claims or controversies arising out of the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .ES TLD between Registrant and the .ES Registry shall be governed exclusively by the laws of Spain and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Spain.

## **3. DOMAIN DISPUTE POLICY**

If the Order is a .ES domain name, the Registrant, must also agree to be bound by the current ESNIC Domain Name Dispute Resolution Policy, available at <http://www.dominios.es/> that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'Z'**

### **.AU DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .AU domain name, then the following terms apply:

#### **1. REGISTRANT REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief:

(1) you are aware that auDA (.au Domain Administration Limited, ACN 079 009 340) is the .AU Domain Names Administrator.

(2) you are aware that you must comply with all auDA Published Policies (listed at <http://www.ada.org.au>), as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.

(3) you are aware that the Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.

(4) all information provided to register or renew the registration of the domain name (including all



supporting documents, if any) are true, complete and correct, and are not misleading in any way, and the application is made in good faith.

(5) you acknowledge that under the auDA Published Policies there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement.

(6) you meet and will continue to meet, the eligibility criteria prescribed in auDA Published Policies (<http://www.auda.org.au/policy/current-policies/>) for the domain name for the duration of the domain name.

(7) you have not previously submitted an application for the domain name with another Registrar using the same eligibility criteria, and the other Registrar has rejected the application.

(8) you are aware that even if the domain name is accepted for registration, the Registrant's entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name.

(9) you are aware that auDA or the Registrar may cancel the registration of the domain name if any of the warranties set out above is found to be untrue, incomplete, incorrect or misleading.

(10) you are aware of auDA's WHOIS policy at <http://www.auda.org.au/whois-policy/>, which sets out auDA's guidelines on the collection, disclosure and use of WHOIS data.

## **2. LIABILITIES AND INDEMNIFICATION**

(1) To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.

(2) Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name.

(3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

## **3. DOMAIN DISPUTE POLICY**

You agree to be bound by the current auDRP Dispute Resolution Policy, available at <http://www.auda.org.au/policy/current-policies/> that is incorporated herein and made a part of this Agreement by reference.

## **4. REGISTRAR SUPPORT**

First level of support is available through the Registration Partner, from whom you have registered your .AU domain name. Contact details of this organization may be obtained from

<http://publicdomainregistry.com/support/>.

If this organization is not able to provide timely assistance to the domain name owner, you may contact Registrar Public Domain Registry Pty Ltd.'s 24x7 online Support Team at <http://resources.publicdomainregistry.com/compliance/>.

To know more about your .AU domain name or to get in touch with the .AU Registry, refer <http://www.auda.org.au/help/faq-index/>.

## **5. REGISTRAR ADDRESS**

Public Domain Registry Pty Ltd.

ACN: 141 141 988

ABN: 25 141 141 988

14, Lever Street, Albion  
Brisbane, Queensland 4010  
Australia

## **6. DOMAIN CANCELLATION POLICY**

If the domain name must be cancelled for any reason after the Registrar allotted Add Grace period, the domain name registrant can do so by submitting a written application for cancellation of the domain to the Registrar.

To cancel the domain licence:

(1) Organisations or companies listed as the domain registrant must submit their written request along with the legal letterhead of that organisation.

(2) Individuals or sole traders must submit their written request along with a copy of photo identification.

All requests must be dated, signed and may be submitted by the Registrant via email or any other medium provisioned by the Registrar.

## **APPENDIX 'AA'**

### **.CC, .TV DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .CC or .TV domain name, then the following terms apply:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CC or .TV domain name, involves you contracting with Verisign, which is the .CC/.TV Registry, and agreeing to their .CC and .TV registry policies available on their website at [http://www.verisigninc.com/en\\_US/channel-resources/become-a-registrar/verisign-domain-](http://www.verisigninc.com/en_US/channel-resources/become-a-registrar/verisign-domain-)

registrar/domain-registration/index.xhtml and you are aware that registering a .CC, .TV domain name, requires you to agree to:

(1) grant Verisign (the .CC, .TV Registry) all necessary licenses and consents to permit Verisign or its agent(s) to:

(1) perform in Verisign's unlimited and sole discretion Malware Scans on your .CC, .TV website.

(2) collect, store, and process data gathered as a result of such Malware Scans.

(3) disclose the results of such Malware Scan (including all data therefrom) to the Registrar. Such information can not be considered as confidential or proprietary.

(4) use the results of such Malware Scan (including all data therefrom) in connection with protecting the integrity, security or stability of the Registry.

(2) disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all Malware or that Verisign is responsible for notifying the Registrar or the Registrant of any Malware or cleaning any Malware from any Registrant's systems.

## **2. LIABILITIES AND INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Verisign and its affiliates, suppliers, vendors and subcontractors, and, if applicable, any ccTLD registry operators providing services and their respective employees, directors, officers, representatives, agents and assigns («Verisign Affected Parties») from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any Malware, or the use of any data from Malware Scans.

## **APPENDIX 'AB'**

### **.XXX DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .XXX domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .XXX domain name, involves you contracting with the ICM Registry LLC which is the .XXX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.icmregistry.com>.

#### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the current ICANN's Uniform Domain Name Dispute Resolution Policy available at <http://www.icann.org/udrp/udrp.htm>, and ICM's Charter Eligibility Dispute Resolution Policy (CEDRP) and ICM's Rapid Evaluation Service (RES) available at the Registry's website, that is incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'AC'**

### **.RU DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .RU domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .RU domain name, involves you contracting with Registrar RU-Center, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <https://www.nic.ru/>.

#### **2. LAW AND JURISDICTION**

To the extent legally permitted, you agree that all services of Registrar RU-Center are provided under laws of the Russian Federation.

## **APPENDIX 'AD'**

### **.PRO DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .PRO domain name, the Registrant, must also agree to the following terms:

You are aware that registering a .PRO domain name, involves you contracting with RegistryPro, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://registry.pro/legal/user-terms>

#### **1. INDEMNITY**

You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgements, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

#### **2. INCORPORATION OF .PRO RESTRICTIONS AND CHALLENGE PROCESSES**

You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement.

(A) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>

(B) The Qualification Challenge Policy and Rules, available at <http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;

(C) The .pro TLD restriction requirements, available at <http://www.registrypro.pro/qualifications.htm>

You represent and warrant that, at all times during the term of domain name registration, you will meet the .pro registration requirements set forth by RegistryPro. You are required to provide prompt notice to the Registrar if you fail to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to you, suspend, cancel or modify a your registration if, at any time you fail to meet the registration requirements.

## **APPENDIX 'AE'**

### **.SX DOMAIN NAME SPECIFIC CONDITIONS**

#### **1. REGISTRANT REPRESENTATIONS AND WARRANTIES**

1.1 You represent and certify that, to the best of your knowledge and belief you are aware that registering a .SX domain name, involves you contracting with the SX Registry SA which is the .SX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.registry.sx/registrars/legal>

1.2 Domain Name Holders expressly acknowledge and accept that the Registry shall be entitled (but not obliged) to reject an Application or to delete or transfer a Domain Name Registration:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the Shared Registry System, and/or the operation and/or management of the .SX TLD; or
- in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; or
- to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or
- following the outcome of a Sunrise Reconsideration Proceeding.

#### **2. INDEMNIFICATION AND LIMITATION OF LIABILITY**

2.1. To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of the findings of or information provided by the IP Clearinghouse Operator, as well as the consequences of those decisions.

2.2. To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, auction fees and/or reconsideration fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to,

any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

2.3. Applicants and Domain Name Holders shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party. Applicant agrees to indemnify, keep indemnified and hold the Registry harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Applicant's registration or use of its .sx domain name.

2.4. For the purposes of this Article, the term «Registry» shall also refer to its shareholders, directors, employees, members, subcontractors, the IP Clearinghouse Operator and their respective directors, agents, employees and subcontractors.

2.5. The Registry, its directors, employees, contractors and agents (including the IP Clearinghouse Operator and the Auction Provider) are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

### **3. DOMAIN DISPUTE POLICY**

You agree to be bound by the Uniform Domain Dispute Resolution Policy (UDRP), available at <http://www.registry.sx/registrars/legal.html> that is incorporated herein and made a part of this Agreement by reference.

### **APPENDIX 'AF'**

#### **.PW DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .PW domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .PW domain name, involves you contracting with the .PW Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.registry.pw/>.

Furthermore, you represent and certify that, to the best of your knowledge and belief you are aware of the Domain Abuse Policy for .PW Registrants available on the website <http://www.registry.pw/>

#### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the dispute policies as decided by the .PW Registry and published at <http://www.registry.pw> that are incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'AG'**

### **.IN.NET DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .IN.NET domain name, the Registrant, must also agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .IN.NET domain name, involves you contracting with the .IN.NET Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.domains.in.net/>.

Furthermore, you represent and certify that, to the best of your knowledge and belief you are aware of the Domain Abuse Policy for .IN.NET Registrants available on the website <http://www.domains.in.net/anti-abuse-policy/>

#### **2. DOMAIN DISPUTE POLICY**

You agree to be bound by the dispute policies as decided by the .IN.NET Registry and published at <http://www.domains.in.net/dispute-resolution-policy/> that are incorporated herein and made a part of this Agreement by reference.

## **APPENDIX 'AH'**

### **.CO.DE DOMAIN NAME SPECIFIC CONDITIONS**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CO.DE domain name, involves you contracting with the DNNEXT Registry which is the .CO.DE Registry, and agreeing to their CO.DE REGISTRATION POLICY available on their website at <http://dnnext.com/code/>

## **APPENDIX 'AI'**

### **.LA DOMAIN NAME SPECIFIC CONDITIONS**

#### **1. WHOIS ACCURACY**

1.1 The Registrant shall provide to the registrar accurate and reliable contact details and promptly up date them during the term of the .LA domain registration including: full name, name of organisation, association or corporation (if applicable) postal address, email address, voice telephone number, and fax number if available; name of authorized person in the case of Registrant that is an organization association or corporation.

1.2 A Registrant's provision of inaccurate or unreliable information or its failure to promptly update information provided shall constitutes material breach of the registration agreement and shall be a basis for cancellation of the .la registered domain name.

#### **2 REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that

registering a .LA domain name, involves you contracting with the .LA Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.la/>.

### **3. DOMAIN DISPUTE POLICY**

You agree to be bound by the dispute policies as decided by the .LA Registry and published at <https://www.la/e/dispute> that are incorporated herein and made a part of this Agreement by reference.

#### **APPENDIX 'AJ' DONUTS INC. SPECIFIC CONDITIONS**

Should you seek to register a gTLD from a Donuts Inc. subsidiary registry («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Donuts Inc. subsidiary registry domain registrations. A non-exhaustive list of Donuts Inc. gTLDs (the «Registry TLDs») are are .BIKE, .CLOTHING, .GURU, .HOLDINGS, .PLUMBING, .SINGLES, .VENTURES, .CAMERA, .EQUIPMENT, .ESTATE, .GALLERY, .GRAPHICS, .LIGHTING, .PHOTOGRAPHY, .CONSTRUCTION, .CONTRACTORS, .DIRECTORY, .KITCHEN, .LAND, .TECHNOLOGY, .TODAY, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE, .CAREERS, .PHOTOS, .RECIPES, .SHOES, .CAB, .COMPANY, .DOMAINS, .LIMO, .ACADEMY, .CENTER, .COMPUTER, .MANAGEMENT, .SYSTEMS, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING, .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .REPAIR, .COFFEE, .FLORIST, .HOUSE, .INTERNATIONAL, .SOLAR, .HOLIDAY, .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS, .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT, .FOUNDATION, .EXPOSED, .CRUISES, .FLIGHTS, .RENTALS, .VACATIONS, .VILLAS, .TIENDA, .CONDOS, .PROPERTIES, .MAISON, .DATING, .EVENTS, .PARTNERS, .PRODUCTIONS, .COMMUNITY, .CATERING, .CARDS, .CLEANING, .TOOLS, .INDUSTRIES, .PARTS, .SUPPLIES, .SUPPLY, .FISH, .REPORT, .VISION, .SERVICES, .CAPITAL, .ENGINEERING, .EXCHANGE, .GRIPE, .ASSOCIATES, .LEASE, .MEDIA, .PICTURES, .REISEN, .TOYS, .UNIVERSITY, .TOWN, .WTF, .FAIL, .FINANCIAL, .LIMITED, .CARE, .CLINIC, .SURGERY, .DENTAL, .TAX, .CASH, .FUND, .INVESTMENTS, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .DEALS, .CITY, .HEALTHCARE, .RESTAURANT, .GIFTS, .SARL, .PIZZA, .IMMO, .BUSINESS, .NETWORK, .WORLD, .DELIVERY, .ENERGY, .COACH, .MEMORIAL, .LEGAL, .MONEY, .TIRES, .BINGO, .CHAT, .STYLE, .TENNIS, .APARTMENTS, .CASINO, .SCHOOL, .FOOTBALL, .GOLF, .TOURS, .GOLD, .PLUS, .EXPRESS, .CAFE, .TEAM, .JEWELRY, .RUN, .DOG, .SHOW, .HOCKEY, .TAXI, .COUPONS, .FYI, .MBA, .SOCCER, .THEATER, .BAND, .MOVIE, .WINE, .SALON, .GROUP, .GMBH, .LTD, .DOCTOR and .VIN.

1. You consent to the published privacy policies of the Registry, available at <http://www.donuts.domains/policies>.

2. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law



enforcement, or any dispute resolution process; (c) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (d) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (e) per the terms of the registration agreement; (f) following an occurrence of any of the prohibited activities; or (g) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3. You acknowledge and agree that domain names are variably priced in the Donuts TLDs (i.e., some are Standard Names and others are Premium Names); click here for more information from the Registry. The non-uniform registration and renewal pricing means that a fee for one Donuts TLD may differ from another Donuts TLD.

4. You acknowledge and agree that registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable license.

## **APPENDIX 'AK'**

### **.CLUB DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .CLUB domain name, the Registrant agrees to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .CLUB domain name, involves you contracting with the .CLUB Registry, and agreeing to their Policies of Domain Name Registration available on their website at <http://nic.club/Terms/>

#### **2. DOMAIN NAME REGISTRATION AGREEMENT**

If the Order is a .CLUB domain name, the Registrant, must also agree to the following terms: (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry. (b) .CLUB domain name (s) shall not be used for distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

#### **3. INDEMNIFICATION**

The REGISTERED NAME HOLDER indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages,

losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

#### **4. DOMAIN DISPUTE POLICY**

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

#### **APPENDIX 'AL'**

##### **.UNO DOMAIN NAME SPECIFIC CONDITIONS**

Should you seek to register a .UNO top level domain («Registry TLD») from Dot Latin, LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .UNO domain registrations.

1. You acknowledge and agree Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (b) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration, or (c) for the non-payment of fees to Registry.
2. You agree to comply with Registry's Acceptable Use policies, Terms of Service, if any, operational standards, policies, procedures and practices, and Registry policies as they may be instituted or updated from time to time and published on the Registry website (<http://unodominio.com/>) specific to the Registry TLD for the domain name.
3. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
4. You, as the Registrant, acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
  - i. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
  - ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
  - iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

## **APPENDIX 'AM'**

### **.MENU DOMAIN NAME SPECIFIC CONDITIONS**

Should you seek to register a .MENU top level domain («Registry TLD») from Wedding TLD2, LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .MENU domain registrations.

1. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to comply with the operational standards, policies, procedures and practices for the .MENU TLD as established by the Registry Operator, including without limitation the Registry Policies.
3. You agree to be bound by the terms and conditions of initial launch established by Registry, including without limitation land rush, and sunrise further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability/inability to obtain a registered name during that period.
4. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (d) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (e) per the terms of the registration agreement; (f) following an occurrence of any of the prohibited activities; or (g) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
5. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts, or other competent claimants in the purpose of upholding the stability, security, and integrity of the .MENU Registry.
6. Notwithstanding anything in this Registration Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU TLD, is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to Registrar being a registrar for the .MENU TLD. Additionally, the third-party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Registration Agreement.

## **APPENDIX 'AN'**

### **.BUZZ DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .BUZZ domain name, then the following terms apply:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a .BUZZ domain name, involves you contracting with the .BUZZ Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.buzznames.biz/>

#### **2. DOMAIN NAME REGISTRATION AGREEMENT**

The Registrant must (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.

#### **3. INDEMNIFICATION**

The Registrant must agree to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

#### **4. DOMAIN DISPUTE POLICY**

For disputes relating to the use of domain names, Registrant agrees to be bound and confirm to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>, respectively.

## **APPENDIX 'AO'**

### **.LONDON DOMAIN NAME SPECIFIC CONDITIONS**

If the Order is a .LONDON domain name, then the following terms apply:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that

registering a .LONDON domain name, involves you contracting with the .LONDON Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://www.dotlondondomains.london/terms-conditions/>

## **2. DOMAIN NAME REGISTRATION AGREEMENT**

The Registrant acknowledges and agrees that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs), (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, or (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; (4) for the non-payment of fees to the Registry

## **3. INDEMNIFICATION**

The Registrant agrees to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The Registrar's registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement

## **4. OPERATIONAL REQUIREMENTS**

The Registered Name Holder complies with (i) ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (ii) Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars («Operational Requirements»), including affiliates of the Registry, and consistent with the Registry's Registry Agreement with ICANN, as applicable, upon the Registry's notification to the Registrar of the establishment of those terms and conditions. Unless shorter notice is deemed necessary by the Registry in exceptional circumstances, additional or revised Operational Requirements shall be effective upon ninety (90) days notice by the Registry to the Registrar

## **APPENDIX 'AP' FAMOUS FOUR MEDIA LIMITED SPECIFIC CONDITIONS**

If the Order is either a .BID, .TRADE, .WEBCAM, .PARTY, .CRICKET, .ACCOUNTANT, .DATE, .DOWNLOAD, .FAITH, .RACING, .REVIEW, .WIN, .MEN, .LOAN or .SCIENCE domain name, the Registrant, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all domain registrations with Famous Four Media. A non-exhaustive list of Famous Four Media gTLDs (the «Registry TLD») can be found at <http://www.famousfourmedia.com/our-gtlds/>.

1. You agree to comply with ICANN standards, policies, procedures, and practices for which

Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

2. You agree to the operational standards, policies, procedures, and practices for the Registry TLD (available at <http://www.famousfourmedia.com/policies/>) as set forth in the Registry Agreement between the Registry Operator and ICANN, and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of registrar, and consistent with ICANN standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, including, in particular, any acceptable use policy (available at [http://www.famousfourmedia.com/wp-content/uploads/2014/02/FFM\\_Acceptable\\_Use\\_and\\_Takedown\\_Policy\\_27\\_Nov\\_2013.pdf](http://www.famousfourmedia.com/wp-content/uploads/2014/02/FFM_Acceptable_Use_and_Takedown_Policy_27_Nov_2013.pdf)), which delineates all the types of activity that define abuse and reserves the right of the Registry Operator to take appropriate action based on the type of abuse.

3. You agree to all permissions, authorizations and confirmations required from the Registered Name Holder or any other data subject which are reasonably required by the Registry Operator or registrar of record in order to comply with the terms of paragraph (b) immediately above.

## **APPENDIX 'AQ'**

### **UNITED TLD HOLDCO LTD. SPECIFIC CONDITIONS**

If the Order is either a .ACTOR, .AIRFORCE, .ARMY, .ATTORNEY, .AUCTION, .BAND, .CONSULTING, .DANCE, .DEGREE, .DEMOCRAT, .DENTIST, .ENGINEER, .FORSALE, .FUTBOL, .GIVES, .HAUS, .IMMOBILIEN, .KAUFEN, .LAWYER, .LIVE, .MARKET, .MODA, .MORTGAGE, .NAVY, .NEWS, .NINJA, .PUB, .REHAB, .REPUBLICAN, .REVIEWS, .RIP, .ROCKS, .SALE, .SOCIAL, .SOFTWARE, .STUDIO, .VET, .VIDEO or .FAMILY domain name, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all United TLD Holdco Ltd. subsidiary registry domain registrations. A non-exhaustive list of United TLD Holdco Ltd.

1. These Registration Terms and Conditions («the Registration Terms») supplement, and are incorporated into, the agreement between you («you»), a registrant, and the ICANN Accredited Registrar («Registrar») that you use to register or reserve a name in the United TLD Top Level Domain (the «Registry TLD»). As between you and United TLD Holdco Ltd., (the «Registry» or «we»), in the event of any conflict between this Agreement Schedule and the terms of your agreement with Registrar (the «Registrar-Registrant Agreement»), these Registration Terms shall prevail. These additional terms may be found at the Registry's website <http://rightside.co/>.

a. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry's Acceptable Use (Anti-Abuse) Policy mentioned at [http://rightside.co/fileadmin/downloads/policies/UnitedTLD\\_Acceptable\\_Use\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf).

b. You acknowledge and agree to abide by all Registry Policies set forth on the Registry's website at <http://rightside.co/rightside-registry/policies/> (the «Registry Website»). You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

c. You agree to comply with all applicable ICANN requirements and policies found at [www.icann.org/en/general/consensus-policies.htm](http://www.icann.org/en/general/consensus-policies.htm).

d. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of date and financial disclosures.

e. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.

f. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.

g. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's Privacy Policy mentioned at [http://rightside.co/fileadmin/downloads/policies/Rightside\\_Privacy\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/Rightside_Privacy_Policy.pdf), and incorporated by reference here. If you are submitting information from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.

h. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy («UDRP») mentioned at <https://www.icann.org/resources/pages/help/dndr/udrp-en>, and the Uniform Rapid Suspension System («URS») mentioned at <http://newgtlds.icann.org/en/applicants/urs>, each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.

i. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.

j. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:

(i) to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;

(ii) to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;

(iii) to comply with any applicable law, regulation, holding, order, or decision issued by a court,

administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;

(iv) to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;

(v) to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;

(vi) as otherwise provided herein.

k. The Registration Terms, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

l. By agreeing to these Registration Terms and Conditions, you are: (i) Waiving claims that you might otherwise have against the Registry, its employees, affiliates and subsidiaries, and service providers, based on the law of other jurisdictions, including your own; (ii) Irrevocably consenting to the exclusive jurisdiction of, and venue in, state or federal courts in the state of Washington over any disputes or claims you have with the Registry, its affiliates and service providers; and (iii) submitting yourself to the personal jurisdiction of courts located in the state of Washington for the purpose of resolving any such disputes or claims.

m. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these Registration Terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.

n. You acknowledge and agree that domain names in the Registry TLD are provided «as is», «with all faults» and «as available.» The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.

o. To the greatest extent permitted by law, the Registry, its affiliates and service providers, disclaim implied warranties that the Registry and all software, content and services distributed through the registry, its affiliates and service providers are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. The registry, its affiliates and service providers do not guarantee that any registry TLDs, or registry operations will meet your requirements, will be error-free, reliable, without interruption or available at all times. We do not guarantee that the results that may be obtained from the use of the United TLD, including any support services, will be effective, reliable, accurate or meet your requirements. We do not guarantee that you or third parties will be able to access or use a domain name in United TLDs (either directly or through third-party networks) at times or locations of your choosing. No oral or written information or advice given by a representative of the Registry, its affiliates and service providers shall create a warranty regarding operations of the Registry or a domain name in a Registry TLD.



p. The Registry, its affiliates and service providers shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance upon a domain name in United TLD. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if the Registry, its affiliates and services providers knew or should have known of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Registry's liability, and the liability of the Registry's affiliates and service providers, shall be limited to the amount you paid to register a United TLD. You further agree that in no event shall the Registry's, its affiliates' and service providers' total aggregate liability exceed the total amount paid by you for the particular services that are the subject of the cause of action. You agree that the rights stated herein survive the termination of the Registrar's agreement with you.

q. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the Registry Website, the terms posted on the Registry Website at <http://rightside.co/> shall prevail.

r. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the Acceptable Use (Anti-Abuse) Policy mentioned at [http://rightside.co/fileadmin/downloads/policies/UnitedTLD\\_Acceptable\\_Use\\_Policy.pdf](http://rightside.co/fileadmin/downloads/policies/UnitedTLD_Acceptable_Use_Policy.pdf).

s. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.

2. In addition to the Registration Terms above, you agree to comply with applicable rules and laws including those that relate to privacy, data collection, consumer protection, import/export of services and disclosure of data.

3. If you choose to register a highly regulated TLD (currently .ATTORNEY, .DENTIST and .LAWYER), you agree to the following the additional terms:

a. You represent that you hold the appropriate applicable credentials and you agree to report any changes to these credentials; and

b. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business.

4. If you choose to register a Military TLD from United TLD Holdco Ltd. (currently .AIRFORCE, .ARMY, .NAVY), you agree not to misrepresent or falsely imply that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

## **APPENDIX 'AR' RADIX SPECIFIC CONDITIONS**

If the Order is either a .FUN, .PRESS, .HOST, .WEBSITE, .SPACE, .ONLINE, .SITE, .STORE or .TECH domain name, the Registrant agrees to the following terms:

### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a RADIX domain name, involves you contracting with the RADIX Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://radixregistry.com/policies/>

### **2. DOMAIN NAME REGISTRATION AGREEMENT**

By registering a RADIX domain name, the Registrant/Registered Name Holder:

(a) acknowledge and agree that RO reserves the absolute right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by RO or any registrar in connection with a domain name registration, (3) for the non-payment of fees to RO, (4) to protect the integrity and stability of the Registry System; (5) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (6) to avoid any liability, civil or criminal, on the part of RO , as well as its affiliates, subsidiaries, officers, directors, and employees.

(b) comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

(c) acknowledge and agree that registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

(d) warrant that no domain name registration within any Included TLD shall be used to distribute malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity and providing consequences for such activities including suspension of the domain name.

(e) comply with all operational standards, procedures, practices and policies for the Included TLD including the Radix Acceptable Use and Anti-Abuse Policy («AUP») and all other applicable policies which will be available on the Radix website ([www.radixregistry.com](http://www.radixregistry.com)), established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards policies, procedures, and practices and RO's Registry Agreement with ICANN for the Included TLD. Additional or revised RO operational standards,

policies, procedures, and practices for the Included TLD shall be effective upon ninety (90) days notice by RO to Registrar unless mandated by ICANN with a shorter notice period.

(f) consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents, including data escrow requirements, or as specified by ICANN from time to time for new gTLDs.

(g) expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and shall differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.

(h) agree that registration, renewal and transfers fees for each Included TLD are variable.

(i) be bound by the terms and conditions of the initial launch of the Included TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN's rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) the ability or inability of a Registrant to obtain a domain name during these periods, and (b) the results of any dispute over a sunrise registration.

(j) indemnify, defend and hold harmless RO, RO's Registry Service Provider and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to the Registered Name Holder's domain name registration, any breach of the Registration Agreement with Registrar and any use of the domain name. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement and this Agreement.

### **3. NON-UNIFORM RENEWAL REGISTRATION PRICING**

The Registrant agrees that the Included TLDs will have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same or other Included TLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).

### **4. OPERATIONAL REQUIREMENTS**

The Registered Name Holder is obliged to comply with each of the following requirements:

(a) ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and  
(b) Operational standards, policies, procedures, and practices for the Included TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars («Operational Requirements»), including affiliates of RO, and consistent with RO's Registry Agreement with ICANN, as applicable, upon RO's notification to Registrar of the establishment of those terms and conditions.

## **APPENDIX 'AS'**

### **INFIBEAM SPECIFIC CONDITIONS**

Should you seek to register a .OOO TLD («Registry TLDs») from Infibeam («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .OOO domain registrations.

a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry in a non-arbitrary manner upon 90 days' notice from the Registry.

b. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; or (3) for the non-payment of fees to the Registry.

c. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

d. You acknowledge and agree the Registry prohibits the use of domain names that might induce confusion with the Triple Zero Emergency Call Service.

e. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/sites/default/files/tlds/ooo/ooo-agmt-html-09jan14-en.htm>), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

## **APPENDIX 'AT'**

### **DESI NETWORKS, LLC SPECIFIC CONDITIONS**

If the Order is a .DESI domain name, the Registrant, must agree to the following terms:

#### **1. REPRESENTATIONS AND WARRANTIES**

You represent and certify that, to the best of your knowledge and belief you are aware that registering a DESI NETWORKS, LLC domain name, involves you contracting with the DESI NETWORKS, LLC Registry, and agreeing to their Terms and Conditions of Domain Name Registration available on their website at <http://registry.desi/terms/>.

#### **2. INDEMNIFICATION**

Registrant (a) acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet

(e.g., RFCs), (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration, (3) for breach of the registration agreement, or (4) if required by a URS, UDRP, DRS, or CRS proceeding; or (5) for the non-payment of fees to Registry; and (b) indemnify, defend and hold harmless Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration and use of the domain name and/or any associated service, activity or content and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

### **3. OPERATIONAL REQUIREMENTS**

The Registrant must comply to the following operational requirements:

(a) ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and  
(b) Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and as communicated in Registry technical documents and other communications, and applicable to all registrars («Operational Requirements»), including affiliates of Registry, and consistent with the Registry Agreement, as applicable, upon Registry's notification to Registrar of the establishment of those terms and conditions.

### **APPENDIX 'AU' AFILIAS NEW GTLDS SPECIFIC CONDITIONS**

Should you seek to register a .BET, .BLACK, .BLUE, .GREEN, .HEALTH, .KIM, .LGBT, .LOTTO, .LTD, .MEET, .MEMORIAL, .MLS, .PINK, .RED, .POKER, .PROMO, .SHIKSHA or .?? domain name from the Afilias plc registry or an Afilias subsidiary registry («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Afilias plc registry, and all Afilias subsidiary registry domain registrations.

- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
- b. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
- c. You agree to be bound by the operational standards, policies, procedures and practices for the Registry as established by the Registry, including without limitation the Registry policies, the terms and conditions of initial launch established by Registry, available at <http://afilias.info/> policies, including without limitation, land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.

d. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion:

- (1) to protect the integrity and stability of the registry;
- (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN;
- (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (5) per the terms of the Registration Agreement;
- (6) following an occurrence of any of the prohibited activities; or
- (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## **APPENDIX 'AV'**

### **ROAD REGISTRY, INC. SPECIFIC CONDITIONS**

Should you seek to register a .HOW or .SOY TLD (each a «Registry TLD») from Charleston Road Registry, Inc. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .HOW and .SOY domain registrations.

a. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (3) to protect the rights and property of the Registry and to avoid any potential or actual liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) to protect the integrity and stability of the registry system and the operation of the DNS; (5) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (6) for violation of the terms and conditions set forth in any applicable registration agreement.

b. You agree to be bound by the terms and conditions of initial launch established by Registry, including without limitation the land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.

c. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.

d. You agree to immediately correct and update the Registration Information for the Registered

Name Holder upon any change.

e. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

f. You agree that all domains in the Registry TLD are subject to the Registry's Domain Name Abuse Policy available at <http://www.google.com/registry/policies/domainabuse/> and Startup Policy available at <http://myicann.force.com/SunriseAttachment?attachmentId=MDBQZDAwMDAwMEJ4SFIJRUEz>

## **APPENDIX 'AW'**

### **UNIRegistry SPECIFIC CONDITIONS**

Should you seek to register a gTLD from the Uniregistry Registry, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Uniregistry domain registrations. A non-exhaustive list of all Uniregistry gTLDs are .TATTOO, .SEXY, .LINK, .GIFT, .GUITARS, .PICS, .PHOTO, .CHRISTMAS, .BLACKFRIDAY, .HIPHOP, .AUDIO, .JUEGOS, .HOSTING, .PROPERTY, .CLICK, .DIET, .HELP, .LOL, .GAME, .FLOWERS, .CAR, .CARS and .AUTO.

1. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to correct mistakes made by the Registry or any Registrar in connection with a domain name; (b) for the non-payment of fees by Registrar.
2. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
3. You agree to comply with all operational standards, policies, procedures and practices for the Registry as established from time to time.
4. You agree to comply with Registry's Acceptable Use policies and Terms of Service published at the Registry's website (available at <https://uniregistry.com/>).
5. You understand and agree that Registered Names allocated to Register Name Holders during any Registry sunrise period are non-transferrable for the first 10 years after registration.
6. For the .SEXY TLD, the Registered Name Holder shall not permit content unsuitable for viewing by a minor from the main or top-level directory of a .SEXY domain name.

## **APPENDIX 'AX'**

### **GMO REGISTRY, INC. SPECIFIC CONDITIONS**

Should you seek to register a gTLD from the GMO Registry, Inc. («Registry»), including at present .TOKYO and .NAGOYA, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TOKYO and .NAGOYA domain registrations.

a. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

b. You agree to be bound by the operational standards, policies, procedures and practices established by the Registry, including without limitation the Registry's policies, the terms and conditions of initial launch established by Registry, including without limitation, land rush and sunrise periods, available at <http://www.gmoregistry.com/en/geotlds/policy/regist/>, the Abusive Use Policy (available at <http://www.gmoregistry.com/en/geotlds/policy/use/>), and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.

c. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX 'AY'**

### **PUBLIC INTEREST REGISTRY SPECIFIC CONDITIONS**

Should you seek to register a .NGO, .ONG, . , . , . or .OPR TLD («Registry TLDs») from the Public Interest Registry («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .NGO, .ONG, . , . , . and .OPR domain registrations.

a. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.

b. You agree to immediately correct and update the registration information for the domain names during the registration term for, including personal data associated therewith.

c. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) as part of the Registry's validation procedures or (6) to correct mistakes made by Registry or any Registrar in connection with a domain name



registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

d. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

e. You agree that your registration complies with the Registry's eligibility requirements (available at <http://globalngo.org/discover/eligibility/>) and that your registration will be placed on server hold status by the Registry until your NGO passes the Registry's validation process.

f. You agree to submit to proceedings under the Registry's Restrictions Dispute Resolution Policy (RDRP), available at <http://domain.adrforum.com/main.aspx?itemID=2246>

g. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RDRP, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.

h. You agree to submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanism (RPMs) (available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-30sep13-en>)

## **APPENDIX 'AZ'**

### **.WANG SPECIFIC CONDITIONS**

Should you seek to register a .WANG TLD («Registry TLD») from Zodiac Registry («Registry»), you must agree to be bound by all Registry policies, available at <http://en.zodiac.wang/policy.html>. In the event that a term in the Registry policies conflicts with the Registration Agreement, the terms of the Registry policies shall apply to any and all .WANG domain registrations.

## **APPENDIX 'BA'**

### **.BUILD SPECIFIC CONDITIONS**

Should you seek to register a .BUILD TLD, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BUILD domain registrations.

1. You acknowledge and agree Plan Bee, LLC (the «Registry») reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.

2. You agree to comply with Registry's Acceptable Use policies, and Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to

time and published at the Registry's website, <http://terms.about.build/>.

3. You agree to be bound by the terms and conditions of initial launch established by Registry, available at <http://policies.build/>, including without limitation land rush and sunrise periods, and further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise periods, including, without limitation your ability/inability to obtain a registered name during that period.

4. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

## **APPENDIX 'BB'**

### **.LUXURY SPECIFIC CONDITIONS**

Should you seek to register a .LUXURY top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .LUXURY domain registrations.

1. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

2. You agree to comply with the operational standards, policies, procedures and practices for the .LUXURY TLD as established by Luxury Partners, LLC (the «Registry») or any appointed registry operator, including without limitation the Registry Policies, which may be available at <http://www.dotluxury.com/>.

3. You agree to be bound by the terms and conditions of the initial launch established by Registry, including without limitation the land rush and sunrise periods, and the Start-Up Policies, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.

4. You acknowledge and agree Registry reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry maintains with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

5. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for the suspension of a domain name pursuant to claims made by intellectual property right holders, Internet engineering and security

experts, or other competent claimants for the purpose of upholding the stability, security, and integrity of the .LUXURY Registry.

6. Notwithstanding anything in this Registration Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the .LUXURY TLD, is and shall be an intended third-party beneficiary of this Registration Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to the registrar of record being a registrar for the .LUXURY TLD. Additionally, the third-party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Registration Agreement.

## **APPENDIX 'BC'**

### **.GLOBAL SPECIFIC CONDITIONS**

Should you seek to register a .GLOBAL TLD («Registry TLD») from Dot Global Domain Registry Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .GLOBAL domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.

3. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Global Domain Registry Limited, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days' notice by Registry to Registrar.

4. You agree to immediately correct and update the Registration Information for the domain

name during the registration term, including personal data associated therewith.

5. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

6. You agree that you have been provided with the Registry Policies (available at <http://www.nic.global/registry-policies.php>) including the Registry's Acceptable Use Policies (available at <https://docs.google.com/document/d/1PDCJ9ecrRAatlryaWH-nYombaBjbGNktUtdYs7e61ml/edit>).

## **APPENDIX 'BD'**

### **.VEGAS SPECIFIC CONDITIONS**

Should you seek to register a .VEGAS TLD («Registry TLD») from Dot Vegas, Inc. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .VEGAS domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry TLD, (available at <http://www.nic.vegas/policies/>) and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.

3. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Dot Vegas (available at <http://www.nic.vegas/policies/>) in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Vegas, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement.

4. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.

5. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

## **APPENDIX 'BE'**

### **.BERLIN SPECIFIC CONDITIONS**

Should you seek to register a .BERLIN top level domain from dotBERLIN GmbH & Co. KG («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BERLIN domain registrations.

1. You hereby agree that Registry and registry services provider, acting on behalf of Registry, reserve the right to change the status of the relevant domain name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend, or transfer any registration that it deems necessary, in its complete discretion, in order to; (a) protect the integrity, security, and stability of the Registry System; (b) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (c) avoid any liability of Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees; (d) stop or prevent any violations of any terms and conditions of this Agreement; (e) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (f) ensure compliance with ICANN and/or Registry Policies.
2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
3. You agree to adhere and comply with all applicable ICANN policies and Registry policies for resolution of disputes concerning domain names.
4. You agree that Registry is a third-party beneficiary of the Registration Agreement and is entitled to enforce its rights vested by the Registration Agreement.
5. You agree to comply with the .BERLIN Policies (available at <http://dot.berlin/de/berlin-policies>) and agree that the German version of .BERLIN Policies governs and the English versions are provided for convenience only.
6. Every natural person, legal entity, organization or group of persons is entitled to register and use a domain under the .BERLIN top level domain, provided they can show that they have an economic, cultural, historical, social or other connection to the German capital, Berlin, as set out in Registry's Policy for the Registration of .BERLIN Domain Names, available at <http://dot.berlin/>.

## **APPENDIX 'BF'**

### **.CAREER SPECIFIC CONDITIONS**

Should you seek to register a .CAREER TLD («Registry TLD») from dotCareer LLC («Registry Operator»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .CAREER domain registrations.

1. You agree that Registry Operator reserves the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, including placing any domain name(s) on registry lock, hold or similar status, without any notice thereto: (1) in the event of non-compliance by the Registered Name Holder with any provision of the Registration Agreement, the .CAREER Registry-Registrant Agreement, specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct any mistakes made by Registry Operator, registrar of record or any third party in connection with a domain name registration; or (3) for the non-payment of any fees due to Registry Operator;

2. You agree to comply with the operational standards, policies, procedures, and practices (such as, for example, start up, initial operations, sunrise, premium names, etc.) for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (operational requirements), including affiliates of Registry Operator, and consistent with the Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry Operator's notification to Registrar of the establishment of those terms and conditions.

3. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

4. You agree to the .CAREER Registry-Registrant Agreement, as posted at Registry Operator's website (available at <http://dotcareer.jobs/>) and as amended from time to time at the sole discretion of Registry Operator.

5. You agree to comply with any and all applicable national, state or local law, regulation or court order in relation to operations and registrations in the Registry TLD.

6. You agree to (i) grant Registry Operator and Registry Service Provider («RSP») all necessary licenses and consents to permit Registry Operator and/or RSP or its agent(s) to (a) perform, in Registry Operator or RSP's unlimited and sole discretion, malware scans; (b) collect, store, and process data gathered as a result of such malware scans; (c) disclose the results of such malware scans (including all data therefrom) to Registry Operator and/or ICANN; and (d) use the results of such malware scans (including all data therefrom) in connection with: (1) protecting the integrity, security or stability of the Registry's system; and (2) providing reports and benchmarks based on aggregated data so long as the reports do not identify the TLD; (ii) acknowledge that the results of any malware scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of registrar of record or Registered Name Holder; (iii) disclaim any and all warranties, representations or covenants that such malware scan will detect any and all malware or that Registry Operator or RSP is responsible for notifying registrar of record or any Registered Name Holder of any malware or cleaning of any malware from any system or website; (iv) indemnify, defend and hold harmless Registry Operator and RSP from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any malware scan, the failure to conduct a malware scan, the failure to detect any malware, clean any malware, or the use of any data from malware scans; and (v) prohibit the entrance into any settlement or compromise of any such indemnifiable claim (as set forth in (d) above) without the Registry Operator and RSP's prior written consent.

## **APPENDIX 'BG'**

### **.QUEBEC SPECIFIC CONDITIONS**

Should you seek to register a .QUEBEC TLD («Registry TLD») from PointQuébec («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .QUEBEC domain registrations.

1. You acknowledge and agree that the Registry reserves the right to deny, modify, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion, in order to: (a) protect the integrity, security, and stability of the registry system; (b) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (c) avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees; (d) stop or prevent any violations of any terms and conditions of this agreement; (e) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (f) ensure compliance with ICANN and/or Registry policies.
2. You agree to comply with the Registry General Registration Policies (available at <http://registre.quebec/>).
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. The Registry is a third-party beneficiary of this Registration Agreement, entitled to enforce its rights vested by Registration Agreement. Additionally, the third-party rights of the Registry shall survive termination or expiration of this Registration Agreement.

## **APPENDIX 'BH'**

### **.WIEN SPECIFIC CONDITIONS**

Should you seek to register a .WIEN top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .WIEN («Registry TLD») domain registrations.

1. You acknowledge and agree that punkt.wien GmbH (the «Registry») reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion: (i) to protect the integrity, security and stability of the Internet or Registry; (ii) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs) and/or to comply with any applicable laws, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry and Registry Service Provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders; (iv) for violations of this Registration Agreement; (v) to correct mistakes made by Registry or any registrar in connection with a domain name

registration; (vi) to ensure compliance with ICANN and/or Registry policies and/or procedures; and/or (vii) for the non-payment of fees to Registry. Registry also reserves the right to lock or place on hold a domain name during resolution of a dispute. Registry will notify registrar of any cancellations, locks, holds or transfers made by Registry to the registrar's domain name registrations, via email or other method as may be mutually agreed upon by the parties, within twenty four (24) hours of any change, unless otherwise required to by law.

2. You shall comply with the Registry's General Terms and Conditions, available at [https://www.nic.wien/wien/policies/en/20140129\\_generaltermsconditions\\_v1.pdf](https://www.nic.wien/wien/policies/en/20140129_generaltermsconditions_v1.pdf), and all other Registry policies, including for land rush and sunrise periods, as they may be instituted or updated from time to time and published on the Registry website, available at <https://www.nic.wien/de/.wien/policies>.

3. You shall comply with ICANN standards, policies, procedures, and practices for which Registry has responsibility in accordance with the Registry Agreement.

4. You understand and agree that the following persons are eligible for registration of a Registry TLD: any natural person, legal person, organization or association intending to show an economic, cultural, tourist, historical, social or other affinity with the Austrian federal capital: WIEN [Vienna]. No verification procedure will be carried out at the time of registration to verify whether you have the required interests in or relations to Vienna, but fulfillment of the nexus conditions can be reviewed by initiating alternative dispute resolution procedures («Eligibility Requirements Dispute Resolution Policy», available at [https://www.nic.wien/wien/policies/en/20140129\\_erdrp\\_v1.pdf](https://www.nic.wien/wien/policies/en/20140129_erdrp_v1.pdf)).

5. You hereby represent and warrant that (a) You fulfill one of the general registration requirements and will inform the Registry via your registrar if and when you no longer fulfill those requirements; (b) the application for domain registration is made in good faith and for a statutory purpose; (c) the use of the domain will not be against public policy, will not violate accepted principles of morality (e.g. is not obscene or insulting) and will not be against the law; (d) any email address you provide to us is a working email address; (e) the use of the domain will not infringe any third party's rights or breach any applicable laws or regulations, including the provision on non-discrimination on the basis of race, language, sex, religion or political views; and (f) the use of the domain is NOT (a) in bad faith or (b) for an illegal purpose.

6. If any of these conditions in paragraph (e) immediately above are not fulfilled or if any of the prerequisites cease to be fulfilled at a later point in time, Registry may refuse to delegate the domain or revoke a delegation to you.

## **APPENDIX 'BI'**

### **.NYC SPECIFIC CONDITIONS**

Should you seek to register a .NYC TLD from The City of New York ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .NYC domain registrations.

1. You agree to the .NYC Acceptable Use Policy, available at [http://www.ownit.nyc/policies/nyc\\_](http://www.ownit.nyc/policies/nyc_)



acceptable\_use\_policy.php, which is hereby incorporated into this Registration Agreement by reference.

2. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility.

3. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry Operator, including without limitation the following Registry Policies:

(1) .NYC Nexus Policy mentioned at [http://www.ownit.nyc/policies/nyc\\_nexus\\_policy.php](http://www.ownit.nyc/policies/nyc_nexus_policy.php);

(2) .NYC Acceptable Use Policy mentioned at [http://www.ownit.nyc/policies/nyc\\_acceptable\\_use\\_policy.php](http://www.ownit.nyc/policies/nyc_acceptable_use_policy.php);

(3) .NYC Proxy Registration Policy mentioned at [http://www.ownit.nyc/policies/nyc\\_proxy\\_registration\\_policy.php](http://www.ownit.nyc/policies/nyc_proxy_registration_policy.php); and

(4) .NYC Web Site Privacy Policy mentioned at [http://www.ownit.nyc/policies/nyc\\_web\\_site\\_privacy\\_policy.php](http://www.ownit.nyc/policies/nyc_web_site_privacy_policy.php).

4. You agree that you are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. Registrants may find more information about compliance with the City tax laws at the City of New York Department of Finance's website (currently at [www.nyc.gov/finance](http://www.nyc.gov/finance)).

5. The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(1) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;

(2) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and

(3) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

6. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.

## **APPENDIX 'BJ'**

### **MINDS + MACHINES GROUP LIMITED SPECIFIC CONDITIONS**

Should you seek to register a .ABOGADO, .BEER, .CASA, .COOKING, .COUNTRY, .FASHION, .FISHING, .HORSE, .LAW, .RODEO, .SURF, .VODKA, .WORK, .YOGA, .WEDDING, .GARDEN or .FIT domain name Minds +Machines Group Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all domain registrations from Registry.

1. You acknowledge and agree that the Registry reserves the right to deny, cancel, block or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (b) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration; (c) if required by a URS, UDRP, CRS proceeding; (d) for the non-payment of fees to the Registry; or (e) in the event a domain is registered in contravention of the Registry's eligibility requirements.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
3. You agree to the terms of the Registry's Registrant Agreement, which are incorporated into this Registration Agreement and can be found at <http://mm-registry.com/wp-content/uploads/2014/05/Sample-Registrant-Agreement.pdf>.
4. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), and the Inter-Registrar Transfer Policy, each in their most recent form and each as may be amended from time to time.
5. You acknowledge and agree the Registry may reserve names from registration and/or release such names at any time.
6. You agree to comply with any ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
7. For the .LAW and .ABOGADO TLDs, you acknowledge and agree .LAW and .ABOGADO is a limited-registration TLD. Registrations are restricted to legal professionals (e.g., lawyers, barristers, solicitors, law firms, and other practitioners of law) appropriately licensed to practice law by a recognized accredited body or authorized government authority. Following your application there will be a waiting period during which your eligibility will be confirmed. If registration is declined due to lack of eligibility, the registration fee will be returned. The verification fee, however, is non-refundable. Registrants are cautioned to ensure their eligibility prior to applying.

## **APPENDIX 'BK'**

### **ZA CENTRAL REGISTRY SPECIFIC CONDITIONS**

Should you seek to register a .CAPETOWN, .DURBAN, or a .JOBURG TLD («Registry TLDs») from ZA Central Registry («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CAPETOWN, .DURBAN, and .JOBURG domain registrations. You agree the terms of the Registry's Registrant Agreement Mandatory Terms (available at [https://www.registry.net.za/downloads/u/Registrant\\_Agreement\\_Mandatory\\_Terms\\_v004.pdf](https://www.registry.net.za/downloads/u/Registrant_Agreement_Mandatory_Terms_v004.pdf))

are hereby incorporated by reference and made an integral part of this Registration Agreement.

## **APPENDIX 'BL' DOTMARKETS REGISTRY LIMITED SPECIFIC CONDITIONS**

Should you seek to register a .MARKETS TLD («Registry TLD») from DotMarkets Registry Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .MARKETS domain registrations.

1. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
2. You agree to comply with the provisions of the Registry's Policies (available at <http://nic.markets/home/policies/>), including the Acceptable Use and Anti-Abuse Policy (available at <http://1q0xao8yfd12c0pupuavmn3d.wpengine.netdna-cdn.com/wp-content/uploads/2015/05/Acceptable-Use-and-Anti-Abuse-Policy-April-2015.pdf>).
3. You represent that you hold the appropriate applicable credentials to conduct activities in the applicable market, and you agree to report any changes to these credentials.
4. You agree to comply with the appropriate regulations and licensing requirements required to conduct activities in the best interest of your customers.
5. You agree to provide, and keep up-to-date contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business.
6. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
7. You agree that in the event of a transfer of a domain name, we retain the right to withhold registration of the transfer pending confirmation of the transferee's credentials.
8. You agree to indemnify, defend and hold harmless the Registry, resellers and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents, within 30 days of Registry's demand, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration. These obligations shall survive the termination or expiration of this Registration Agreement.

## **APPENDIX 'BM' NOMINET UK SPECIFIC CONDITIONS**

Should you seek to register a .CYMRU or .WALES TLD («Registry TLDs») from Nominet UK («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall

apply to any and all .CYMRU and .WALES domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
3. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during the resolution of a dispute.
4. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry. Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days' notice by Registry to Registrar, save that Registry may amend or introduce such operation standards, policies, procedures and practices for the Registry TLD upon 30 days' notice, in the event of an emergency or where it is necessary to make such changes due to the imposition of a new or altered requirement by ICANN. If there is a discrepancy between the terms of this Domain Registration Agreement and the Registry-Registrar Agreement (available at <http://registrars.nominet.org.uk/namespace/cymru-wales/registry-registrar-agreement/rra-document>), the terms of the Registry-Registrar Agreement shall apply to any and all Registry TLD registrations.
5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RPMs and the dispute resolution procedures relating thereto, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs and the dispute resolution procedures relating thereto, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.

## **APPENDIX 'BN'**

### **.FRL SPECIFIC CONDITIONS**

Should you seek to register a .FRL TLD («Registry TLD») from FRLregistry BV («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .FRL domain registrations.

1. You agree to comply with the applicable TLD policies (available at <http://support.registreer.frl/hc/en-us/articles/201845122-Registry-Policies>).

2. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (a) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (b) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (c) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (d) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.

3. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory purposes, or contrary to public order or morality.

4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available at <http://support.registreer.frl/hc/en-us/articles/201845122-Registry-Policies>).

## **APPENDIX 'BO'**

### **.AMSTERDAM SPECIFIC CONDITIONS**

Should you seek to register a .AMSTERDAM TLD («Registry TLD») from dotAmsterdam BVBV («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .AMSTERDAM domain registrations.

1. You agree to comply with the applicable TLD policies (available at <http://nic.amsterdam/>).

2. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (a) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (b) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (c) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (d) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.

3. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory

purposes, or contrary to public order or morality.

4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available at <http://nic.amsterdam/>).

## **APPENDIX 'BP'**

### **ICM REGISTRY PN LLC SPECIFIC CONDITIONS**

Should you seek to register a .ADULT, .PORN or .SEX TLD («Registry TLD») from ICM Registry PN LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ADULT, .PORN and .SEX domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.

2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

3. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) per the terms of the Registry-Registrant Agreement (available at <http://www.icmregistry.com/about/policies/registry-registrant-agreement/>) (e) for violations of this registration agreement; (f) for the non-payment of fees by Registrar; or (g) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.

4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, (b) refunds or credits from the Registry for any errors or mistakes caused by the Registrar, and (c) the results of any dispute over a sunrise registration.

6. You agree to be bound by the policies, procedures and practices for the Registry's Limited Registration periods.

7. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/adult-2014-10-16-en> for .ADULT, at <https://www.icann.org/resources/agreement/porn-2014-10-16-en> for .PORN and at <https://www.icann.org/resources/agreement/sex-2014-11-13-en> for .SEX), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

8. You understand and agree Registry Operator may label your site, or any site to which the domain name redirects irrespective of the top-level domain, for child protection purposes.

## **APPENDIX 'BQ'** **JIANGSU BANGNING SCIENCE & TECHNOLOGY CO., LTD. SPECIFIC** **CONDITIONS**

Should you seek to register a .TOP TLD («Registry TLD») from Jiangsu Bangning Science & Technology Co., Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TOP domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.
3. You agree to comply with all Registry policies (available at <http://www.nic.top/en/policy.asp>) and agree that the Registry policies are incorporated into this Registration Agreement.

## **APPENDIX 'BR'** **DOT-IRISH LLC SPECIFIC CONDITIONS**

Should you seek to register a .IRISH TLD («Registry TLD») from Dot-Irish LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .IRISH domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
2. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
3. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement; (e) for the non-payment of fees by Registrar, or (f) to correct

mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without any sunrise period, limited registration period, or landrush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute over a sunrise registration.

## **APPENDIX 'BS'**

### **MONOLITH REGISTRY LLC SPECIFIC CONDITIONS**

Should you seek to register a .VOTE or a .VOTO TLD («Registry TLDs») from Monolith Registry LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .VOTE and .VOTO domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry.

2. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

3. You agree that the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) per the terms of this registration agreement; (e) for the non-payment of fees by Registrar; or (f) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.

4. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to



obtain a registered name during these periods, and (b) the results of any dispute over a sunrise registration.

5. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/vote-2013-11-21-en> for .VOTE and at <https://www.icann.org/resources/agreement/voto-2013-11-21-en> for .VOTO), community registration policies as set forth in Specification 12 in the Registry Agreement (available at <https://www.icann.org/resources/agreement/vote-2013-11-21-en> for .VOTE and at <https://www.icann.org/resources/agreement/voto-2013-11-21-en> for .VOTO) and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.

## **APPENDIX ‘BT’ INTERNATIONAL DOMAIN REGISTRY PTY LTD SPECIFIC CONDITIONS**

Should you seek to register a . («.SHABAKA») («Registry TLD») from the International Domain Registry Pty Ltd («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .SHABAKA domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
2. You agree to comply with all ICANN rights protection mechanisms (available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-30sep13-en>), and to submit to any proceedings brought in accordance with ICANN rights protection mechanisms.
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. You agree to comply with the Registry’s published policies (available at <http://www.dotshabaka.com/policies-en.php>).
5. You represent you have the authority to enter into the registration agreement.
6. You agree and understand that the application for a domain name may not result in the domain name being registered to you.
7. You agree and understand certain domain names may not be available.
8. You agree that the Registry may reserve certain domain names.
9. You agree that during certain periods, multiple applications for the same domain name may be accepted, that those applications will be subject to allocation procedures established by the Registry, and that you will pay the applicable fees for the allocation procedure.
10. You agree the Registry may prevent a domain registration, or cancel, lock, place on hold, transfer or delete any domain name it deems necessary in its sole discretion.

11. You agree to the price for the domain name and additional services displayed on our website.
12. You agree that the price for registration of the domain name and the price for renewal of the domain name may be different.
13. You agree that no refund will be offered for your failure to review or understand the fees.
14. You agree the Registry or its service providers may contact you in relation to your domain name.
15. You agree that your failure to provide sufficient information to verify your domain registration may result in the rejection of your domain registration application.
16. You must ensure that neither the registration of the domain, nor the manner in which it is directly or indirectly used infringes the intellectual property rights of any third party.

## **APPENDIX 'BU'**

### **BESTTLD PTY LTD. SPECIFIC CONDITIONS**

Should you seek to register a .BEST TLD («Registry TLD») from BESTTLD Pty Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BEST domain registrations.

1. You agree to comply with the Registrant Agreement (available at <http://aboutus.best/registrantagreement/>) and Registry Policies (available at <http://aboutus.best/overview.html>), operational standards, policies, procedures and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
2. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry (available at <http://aboutus.best/overview.html>).
3. You are obliged and required to ensure that your use of a domain name in the Registry TLD is at all times lawful and in accordance with the requirements of the Registry Policies and applicable laws and regulations, including those of the Registrant's country of residence and ICANN Consensus Policies, including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures.
4. If you collect and maintain sensitive health and financial data using a Registry TLD registration, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Where applicable, you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Registry TLD; material changes to the validity of

such credentials must be reported to the Registry.

5. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX ‘BV’ NATIONAL INTERNET EXCHANGE OF INDIA SPECIFIC CONDITIONS**

Should you seek to register a an IDN TLD such that . . . . . , and . («Registry TLD») from National Internet Exchange of India («Registry»), you must agree to be bound by the Registry Terms and Conditions for Registrants (available at [https://www.registry.in/system/files/IDN\\_Terms\\_and\\_Conditions\\_for\\_Registrants\\_2.pdf](https://www.registry.in/system/files/IDN_Terms_and_Conditions_for_Registrants_2.pdf)). In the event that a term in the Registry Terms and Conditions conflicts with the Registration Agreement, the terms of the Registry Terms and Conditions shall apply to any and all IDN TLD domain registrations from Registry.

## **APPENDIX ‘BW’ .KIWI SPECIFIC CONDITIONS**

Should you seek to register a .KIWI top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .KIWI domain registrations.

1. You acknowledge and agree that Dot Kiwi Limited («Registry Operator») reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (b) to correct mistakes made by Registry Operator or registrar of record in connection with a domain name registration; (c) if required by a URS, UDRP, DRS, or CRS proceeding; or (d) for the non-payment of fees to Registry Operator.
2. You agree to comply with all Registry Operator policies set forth on the Registry Operator’s website at <https://hello.kiwi/policies>.
3. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), Dispute Resolution Service (DRS), Complaint Resolution Service (CRS), available at <https://hello.kiwi/policies>, and the Inter-Registrar Transfer Policy, available at <http://www.icann.org/en/resources/registrars/transfers/policy>, each in their most recent form and each as may be amended from time to time.

## **APPENDIX ‘BX’ .ONE SPECIFIC CONDITIONS**

Should you seek to register a .ONE TLD («Registry TLD») from One Registry («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ONE domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
2. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration.
3. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
4. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

## **APPENDIX ‘BY’ .CEO SPECIFIC CONDITIONS**

Should you seek to register a .CEO TLD («Registry TLD») from CEOTLD Pty Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CEO domain registrations.

1. You agree to comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
3. You agree to comply with the Registry’s policies, including the Registrant Agreement, (available at [https://drive.google.com/folderview?id=0B\\_DI\\_papOCW3ZU14cTQtUVYtWW8&usp=sharing](https://drive.google.com/folderview?id=0B_DI_papOCW3ZU14cTQtUVYtWW8&usp=sharing)), operational standards, policies, procedures and practices for the Registry TLD established by Registry.
4. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (b) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration; (c) if required by a URS, UDRP, CRS proceeding; or (d) for the non-payment of fees to the Registry.
5. You agree to submit to proceedings commenced under ICANN’s Uniform Domain Name

Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, and the Inter-Registrar Transfer Policy (IRTP).

## **APPENDIX ‘BZ’ TLD REGISTRY LTD. SPECIFIC CONDITIONS**

Should you seek to register a . or . TLD (dot Chinese Online and dot Chinese Website, respectively) («Registry TLDs») from TLD Registry Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all . or . domain registrations.

1. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time.
2. You agree to immediately correct and update the registration information for the domain name during the registration term, including personal data associated therewith.
3. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to lock a domain name during the resolution of a dispute.
4. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
5. You agree the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including without limitation the ability or inability to obtain a domain name or the results of any dispute over a sunrise registration.

## **APPENDIX ‘CA’ .SKI SPECIFIC CONDITIONS**

Should you seek to register a .SKI TLD («Registry TLD») from Starting Dot Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .SKI domain registrations.

1. You acknowledge and agree that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry;

(b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

2. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.

3. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy («UDRP»), the Uniform Rapid Suspension («URS»), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available at <http://www.dot-ski.com/>.

4. You agree to immediately correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

6. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the .BIO Domain Name Policy available at <https://www.startingdot.com/dnp/ski/>, and other Registry Policies available at <https://www.startingdot.com/policies/>.

7. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX 'CB'**

### **I-REGISTRY LTD. SPECIFIC CONDITIONS**

Should you seek to register a .RICH or a .ONL TLD («Registry TLD») from I-Registry Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .RICH and .ONL domain registrations.

1. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.

2. You acknowledge and agree that Registry reserves the right to change the status of the

domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, cancel, modify or transfer any registration as it deems necessary, in its unlimited and sole discretion to: (a) protect the integrity, security and stability of the registry system; (b) comply with all appropriate laws, government rules or relevant authority, or in compliance with any dispute resolution process; (c) avoid any liability of Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees; stop or prevent any violations of any terms and conditions of this Registration Agreement; (d) correct mistakes made by Registry, Registry service providers, or any registrar in relation to a Domain Name registration; and (e) ensure compliance with ICANN and/or Registry policies.

3. You, as the Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- a. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
- b. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
- c. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

4. You agree to comply with all Registry policies, including those available at <http://www.i-registry.com/policies.htm>, including the Anti-Abuse policies and Terms of Service, if any, as they may be instituted. You further agree that the German versions of the policies govern and the English versions are provided for convenience only.

5. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these registration terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.

6. You agree the Registry is entitled at any time during the term of this Registration Agreement to verify the accuracy and completeness of any information provided.

7. You agree you are fully responsible for the registration and use of the registered domain name.

8. You agree that if you use a proxy, privacy, and/or third-party service provider to register a domain name on your behalf, the proxy, privacy and/or third-party service provider will be deemed to be the domain registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations and/or applicable law are the responsibility of the registrant.

## **APPENDIX 'CC'**

### **.TIROL SPECIFIC CONDITIONS**

Should you seek to register a .TIROL TLD («Registry TLD») from punkt Tirol GmbH («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TIROL domain registrations.

1. You agree to be bound by the terms and conditions of the Registry policies (available at <http://www.nic.tirol/>).
2. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to comply with applicable ICANN rules or regulations; (d) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (e) per the terms of the registry agreement (available at <https://www.icann.org/resources/agreement/tirol-2014-04-24-en>) (f) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
3. You agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for the suspension of a domain name pursuant to claims made by intellectual property right holders, Internet engineering and security experts, or other competent claimants for the purpose of upholding the stability, security, and integrity of the Registry.
4. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, (b) the results of any dispute over a sunrise registration.

## **APPENDIX 'CD'**

### **.JETZT SPECIFIC CONDITIONS**

Should you seek to register a .JETZT TLD («Registry TLD») from New TLD Company AB («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .JETZT domain registrations.

1. You agree that the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) for violations of this Registration Agreement; or (e) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
2. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.



3. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.

4. You acknowledge having read and understood, and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated by reference and made an integral part of this Registration Agreement:

- (i) The Uniform Domain Name Dispute Resolution Policy (available at <http://www.icann.org/en/help/dndr/udrp/policy>); and
- (ii) The Uniform Rapid Suspension policy (available at <https://www.icann.org/resources/pages/urs-2014-01-09-en>).

The UDRP and URS set forth the terms and conditions in connection with a dispute between a Registered Name Holder and any party other than the Registry or registrar of record over the registration and use of a domain name registered by Registered Name Holder.

5. You certify that:

- (i) the data provided in the domain name registration application is true, correct, and complete;
- (ii) you will keep the Registration Information up to date; and
- (iii) you consent to the collection and use of your personal data per the Registry's Privacy Policy (available at [http://www.newtldcompany.com/media/Jetzt\\_Privacy-Policy.pdf](http://www.newtldcompany.com/media/Jetzt_Privacy-Policy.pdf)).

## **APPENDIX 'CE'**

### **DNS BELGIUM VZW SPECIFIC CONDITIONS**

Should you seek to register a .BRUSSELS or .VLAANDEREN TLD («Registry TLD») from DNS Belgium vzw («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BRUSSELS and .VLAANDEREN domain registrations.

1. You agree to comply with the Registry TLD policies (available at <http://dnsbelgium.be/>).

2. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or is not in compliance with any other provision of such TLD Policies; (b) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of one or more TLDs; (c) in order to comply with applicable laws and regulations, and/or any decision by a competent court of administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; (d) to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or (e) following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective TLD Policies).

## **APPENDIX 'CF'**

### **.COURSES AND .STUDY SPECIFIC CONDITIONS**

Should you seek to register a .COURSES or .STUDY TLD («Registry TLD») from the Open Universities Australia Pty. Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .COURSES and .STUDY domain registrations.

1. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the Registry System; (b) to comply with its obligations as a Registry Operator; (c) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (d) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (e) to ensure compliance with Registry policies; (f) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (g) for the non-payment to the Registry Operator of any fee; or (h) to correct mistakes made by the Registry Operator or any Registrar or any of its service provide in connection with an application or a domain name.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available at <http://nic.courses/> for .COURSES and at <http://nic.study/> for .STUDY).
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. You agree to comply with all ICANN standards, policies, procedures and practices.
5. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
6. You represent and warrant you have the authority to enter into this Registration Agreement.
7. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
8. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
9. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
10. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.
11. You agree that your failure to provide adequate information to verify your domain name

registration application may result in your application being cancelled.

## **APPENDIX 'CG'**

### **.FILM SPECIFIC CONDITIONS**

Should you seek to register a .FILM TLD («Registry TLD») from the Motion Picture Domain Registry Pty. Ltd. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .FILM domain registrations.

1. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the Registry System; (b) to comply with its obligations as a Registry Operator; (c) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (d) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (e) to ensure compliance with Registry policies; (f) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (g) for the non-payment to the Registry Operator of any fee; or (h) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.
2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available at <http://go.film/policies/>).
3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
4. You agree to comply with all ICANN standards, policies, procedures and practices.
5. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
6. You represent and warrant you have the authority to enter into this Registration Agreement.
7. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
8. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
9. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
10. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.

11. You agree that your failure to provide adequate information to verify your domain name registration application may result in your application being cancelled.

## **APPENDIX 'CH'**

### **.LTDA AND .SLR SPECIFIC CONDITIONS**

Should you seek to register a .LTDA or .SLR TLD («Registry TLD») from InterNetX Corp. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .LTDA or .SLR domain registrations.

1. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.

2. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.

3. You represent you possess any necessary authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with this TLD.

4. You agree to comply with all applicable laws including those that relate to privacy, data collection, organic farming, disclosure of data and financial regulations.

5. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business. This information may be submitted to [compliance@domain-inc.net](mailto:compliance@domain-inc.net).

6. You acknowledge and agree that if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

7. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.

8. You agree to comply with the Registry's Acceptable Use Policy and Eligibility Policy (each available at <https://www.internetx.info/>).

9. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (a) to protect the integrity and stability of the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (d) per the terms of the registration agreement; (e) for the non-payment of fees by Registrar; (f) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.

10. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period or land rush period and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, (b) the results of any dispute over a sunrise registration.

## **APPENDIX 'CI'**

### **.BAYERN SPECIFIC CONDITIONS**

Should you seek to register a .BAYERN TLD («Registry TLD») from Bayern Connect GmbH (Ltd.) («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BAYERN domain registrations.

1. You agree the Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (b) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; (c) if required by a URS or UDRP, proceeding; (d) under the terms of the Registry Policies; or (e) for the non-payment of fees to the Registry.

2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a registration during these periods, and (b) the results of any dispute resolution process regarding a registration.

3. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.

4. You agree to immediately correct and update the Registration Information for the domain name during the registration term.

5. You agree that Registry is entitled to verify (a) the truth, accuracy and completeness of any information provided by the Registered Name Holder; and (b) the compliance of the Registered Name Holder with the Registry's Policies.

6. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (<https://www.icann.org/resources/pages/help/dndr/udrp-en>), Uniform Rapid Suspension (<http://newgtlds.icann.org/en/applicants/urs>), the Inter-Registrar Transfer Policy (<http://www.icann.org/en/resources/registrars/transfers/policy>), and the Registry's Registry Policies (<http://nic.bayern/die-bayern-domain-en-gb/guidelines/>) each in their most recent form and each as may be amended from time to time.

7. You agree to comply with all ICANN standards, policies, procedures and practices for which the Registry has monitoring responsibility.
8. You agree that neither the registration of the domain, nor the manner in which it is used, infringes the legal rights of any third party or violates any applicable law or regulation.
9. You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
10. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.

## **APPENDIX 'CJ'**

### **.BIO SPECIFIC CONDITIONS**

Should you seek to register a .BIO TLD («Registry TLD») from Starting Dot Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BIO domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the Registration Agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
2. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
3. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy («UDRP»), the Uniform Rapid Suspension («URS»), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available at <http://www.domains.bio/landing/>.
4. You agree to immediately correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.
5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD,

including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

6. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the .BIO Domain Name Policy available at <https://www.startingdot.com/dnp/bio/>, and other Registry Policies available at <https://www.startingdot.com/policies/>.

7. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX 'CK'**

### **.ARCHI SPECIFIC CONDITIONS**

Should you seek to register a .ARCHI TLD («Registry TLD») from Starting Dot Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .ARCHI domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement or (e) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

2. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.

3. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy («UDRP»), the Uniform Rapid Suspension («URS»), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available at <http://dot-archi.com/>.

4. You agree to immediately correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.

5. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute

Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

6. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the .ARCHI Domain Name Policy available at <https://www.startingdot.com/dnp/archi/>, and other Registry Policies available at <https://www.startingdot.com/policies/>.

7. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX 'CL'**

### **.MELBOURNE AND .SYDNEY SPECIFIC CONDITIONS**

Should you seek to register a .MELBOURNE or .SYDNEY TLD («Registry TLD») from the State of Victoria or the State of New South Wales, respectively («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .MELBOURNE and .SYDNEY domain registrations.

1. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the Registry System; (b) to comply with its obligations as a Registry Operator; (c) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (d) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (e) to ensure compliance with Registry policies; (f) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (g) for the non-payment to the Registry Operator of any fee; or (h) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.

2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available at <http://nic.melbourne/policies/> for .MELBOURNE and at <http://nic.sydney/policies/> for .SYDNEY).

3. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.

4. You agree to comply with all ICANN standards, policies, procedures and practices.

5. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.



6. You represent and warrant you have the authority to enter into this Registration Agreement.
7. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
8. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
9. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
10. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.
11. You agree that your failure to provide adequate information to verify your domain name registration application may result in your application being cancelled.

## **APPENDIX 'CM'**

### **.CLOUD SPECIFIC CONDITIONS**

Should you seek to register a .CLOUD («Registry TLD») from Aruba PEC SpA («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .CLOUD.

1. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to protect the integrity and stability of the Registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period or landrush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse, and any sunrise dispute resolution policy. You further agree the Registry has no liability resulting from the proceedings, or for the ability or inability of a registrant to obtain a domain name or the results of any dispute over a sunrise registration.
3. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the policies available on the Registry's website (available at <https://nic.cloud/policies.aspx>).
4. You agree to comply with all applicable laws, including those that relate to privacy, data

collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

5. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

## **APPENDIX 'CN' .CO.COM SPECIFIC CONDITIONS**

Should you seek to register a .CO.COM SLD («Registry SLD») from co.com LLC («Registry»), you must agree to comply with the Registry's co.com Registrant Terms and Conditions (available at <https://registry.co.com/policy/registant-terms-conditions/>). In the event that a term in the co.com Registrant Terms and Conditions conflicts with the Registration Agreement, the terms of the co.com Registrant Terms and Conditions shall apply to any and all .CO.COM domain registrations.

## **APPENDIX 'CO' .JOBS SPECIFIC CONDITIONS**

Should you seek to register a .JOBS («Registry TLD») from Employ Media LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .JOBS domain registrations.

1. You represent and warrant that you comply with (a) the registrant eligibility requirements, including the qualifications and use restrictions set Registry-Registrant agreement, available at <http://nic.jobs/reg.agreement.asp>.
2. You agree to comply with the terms of the Registry-Registrant agreement, available at <http://nic.jobs/reg.agreement.asp>.
3. You agree the Registry in its sole discretion may revoke, cancel, deny, transfer, suspend, terminator or otherwise modify your rights regarding a registered domain without any notice in the event of non-compliance with any Registry or Registry policy or agreement.
4. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
5. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
6. You agree to comply with all Registry and Registrar requirements and protocols to exchange domain registration information.
7. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of this agreement with a right to enforce the terms and provisions contained within the agreement.

## **APPENDIX ‘CP’ TOP LEVEL DESIGN LLC REGISTRY SPECIFIC CONDITIONS**

Should you seek to register a TLD from Top Level Design LLC (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .WIKI, .INK, .DESIGN domain registrations.

1. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion:

(1) to protect the integrity and stability of the registry system;

(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders;

(4) per the terms of the Registry-Registrant Agreement (available here)

(5) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.

2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation:

(1) the ability or inability of a registrant to obtain a registered name during these periods,

(2) the results of any dispute over a sunrise registration.

3. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry, including without limitation the Registry’s service provider policies, available at <https://www.centralnic.com/support/terms/domains>, and the Registry’s policies, available at <http://toplevel.design/policy/>.

4. You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.

5. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which the Registry has monitoring responsibility.

6. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.

7. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.

## **APPENDIX ‘CQ’**

Should you seek to register a .BOATS, .HOMES and .YACHTS gTLD from Dominion Registries (“Registry”), you must agree to be bound by the following additional terms. In the event that a term

in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Dominion Registries.

1. You agree to be bound by the terms of the Registry’s policies, including the Registration Policy (for .BOATS (<http://domains.boats/Policies>), for .HOMES (<http://domains.homes/Policies>))

and for .YACHTS (<http://domains.yachts/Policies>)).

2. You agree you satisfy the eligibility requirements for the TLD as specified in the Registration Policy (for .BOATS (<http://domains.boats/Policies>), for .HOMES

(<http://domains.homes/Policies>) and for .YACHTS (<http://domains.yachts/Policies>)) for the respective TLD.

3. You agree your domain name may not be allocated until the Registry determines you satisfy the eligibility requirements.

4. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## **APPENDIX ‘CR’**

Should you seek to register a .PHYSIO TLD (“Registry TLD”) from Phys Biz Pty Ltd (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .PHYSIO domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices which are:

(1) published on the Registry’s website (<http://www.registrydotphysio.com/>), including without limitation the Anti-Abuse Policy (<http://nic.physio/data/nic.physio/Acceptable%20Use%20Policy.pdf>);

(2) required by the .physio Registry Agreement (<https://www.icann.org/resources/agreement/physio-2014-05-01-en>); and

(3) established from time to time by the Registry in a non-arbitrary manner, consistent with the Registry Agreement and ICANN's standards, policies, procedures and practices.

2. You acknowledge and agree the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:

(1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs);

(2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration;

(3) if required by a URS or UDRP, proceeding;

(4) under the terms of the Registry Policies; and

(5) for the non-payment of fees to the Registry.

3. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

4. You warrant that you satisfy all the registration requirements to hold a registered name in the Registry TLD, including, but not limited to the requirements identified in the Registry's policies (<http://www.registrydotphysio.com/>).

5. You agree that if you make a sunrise application, participate in a sunrise auction, make a Limited Registration Period application, or participate in a Limited Registration Period auction, you will purchase the domain if it is allocated to you. More information about the Limited Registration Period can be found under the Launch section of the Registry's website <http://www.registrydotphysio.com/>.

6. If you submitted a sunrise application, you agree to submit to any proceedings initiated under the Sunrise Dispute Resolution Policy (<http://nic.physio/data/nic.physio/Sunrise%20Dispute%20Resolution%20Policy.pdf>).

7. You agree the landrush and sunrise application fees are non-refundable.

8. You agree that whois privacy may only be used by private individuals using the domain name for non-commercial purposes.

9. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

10. You agree that if you collect and maintain sensitive health and/or financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

## **APPENDIX ‘CS’**

Should you seek to register a .TUBE TLD («Registry TLD») from Latin American Telecom, LLC («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .TUBE domain registrations.

1. You agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion;

(1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),

(2) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration, or

(3) for the non-payment of fees to Registry.

2. You agree to comply with all applicable ICANN policies and Registry policies for resolution of disputes concerning domain names.

3. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.

4. You agree to comply with Registry’s Acceptable Use policies, and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website (<http://www.nic.tube/>).

5. The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(1) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;

(2) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and

(3) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

## **APPENDIX ‘CT’**

Should you seek to register a .BR TLD («Registry TLD») from The Brazilian Network Information Center («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BR domain registrations.

1. You agree to comply with all operational standards, policies, procedures and practices for the Registry.
2. You acknowledge and agree that domain names in the Registry TLD are provided «as is», «with all faults» and «as available.» The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.
3. You agree to comply with the rules of the CGI.br Resolution 002/2005 and its annex.

## **APPENDIX ‘CU’ .BROKER, .FOREX AND .TRADING SPECIFIC CONDITIONS**

Should you seek to register a .BROKER, .FOREX or .TRADING TLD from DotBroker Registry Limited, DotForex Registry Limited or DotTrading Registry Limited, respectively (“Registry”), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all a .BROKER, .FOREX or .TRADING domain registrations.

1. You agree the Registry is entitled to verify the truth, accuracy and completeness of any information you provide. You further agree to fully comply and cooperate with the Registry with such verification and to furnish all requested documentation.
2. You represent you possess any necessary authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with this TLD.
3. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business. This information may be submitted to [compliance@domain-inc.net](mailto:compliance@domain-inc.net).
4. You agree to comply with the appropriate regulations and licensing requirements required to conduct activities in the best interest of your customers.
5. You agree in the event of a transfer, we and Registry have the right to withhold registration of the transfer pending confirmation the transferee has the authorizations, charters, licenses, and/or related credentials.
6. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
7. You agree to comply with all Registry policies (available here <http://nic.broker/registry-policies->

rra/ for .BROKER, here <http://nic.forex/registry-policies-rra/> for .FOREX and here <http://nic.trading/registry-policies/> for .TRADING), including the Acceptable Use Policy (available here [http://nic.broker/wp-content/uploads/sites/4/2015/09/ANTI-ABUSE-Policy\\_Broker.pdf](http://nic.broker/wp-content/uploads/sites/4/2015/09/ANTI-ABUSE-Policy_Broker.pdf) for .BROKER, here [http://nic.forex/wp-content/uploads/sites/6/2015/09/Acceptable-Use-and-Anti-Abuse-Policy\\_Forex.pdf](http://nic.forex/wp-content/uploads/sites/6/2015/09/Acceptable-Use-and-Anti-Abuse-Policy_Forex.pdf) for .FOREX and here [http://nic.trading/wp-content/uploads/sites/3/2015/09/Acceptable-Use-and-Anti-Abuse-Policy\\_Trading-.pdf](http://nic.trading/wp-content/uploads/sites/3/2015/09/Acceptable-Use-and-Anti-Abuse-Policy_Trading-.pdf) for .TRADING).

8. You agree not to enter into any settlement or compromise of any indemnifiable claim without Registry's prior consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

9. You acknowledge and agree that if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws, policies and/or regulations.

10. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

11. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.

## **APPENDIX 'CV'**

### **.EARTH, .MOE AND .OSAKA SPECIFIC CONDITIONS**

Should you seek to register a .EARTH, .MOE or .OSAKA TLD («Registry TLD») from Interlink Co., LTD («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .EARTH, .MOE and .OSAKA domain registrations.

1. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:

(1) to protect the integrity and stability of the Registry;

(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(3) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;

(4) per the terms of the registration agreement;

(5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.



2. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush

period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation:

(1) the ability or inability of a registrant to obtain a Registered Name during these periods, and

(b) the results of any dispute resolution process regarding a registration.

3. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (<http://nic.moe/en/legal/>).

4. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>), Uniform Rapid Suspension (<http://newgtlds.icann.org/en/applicants/urs/procedure-01mar13-en.pdf>), and the Inter-Registrar Transfer Policy (<http://www.icann.org/en/resources/registrars/transfers/policy>), each in their most recent form and each as may be amended from time to time.

5. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.

6. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

7. You agree that the .EARTH TLD will have non-uniform pricing, such that a registration, renewal, or transfer fee for a domain may differ from other domain names.

## **APPENDIX 'CW' .MX SPECIFIC CONDITIONS**

Should you seek to register a .MX TLD («Registry TLD») from Network Information Center Mexico, S.C. («Registry»), you must agree to be bound by the Registry's policies, available at [https://www.registry.mx/jsf/static\\_content/domain/policies\\_first\\_new.jsf](https://www.registry.mx/jsf/static_content/domain/policies_first_new.jsf)

## **APPENDIX 'CX' . (XN--5TZM5G) (.WEB (CHINESE)) SPECIFIC CONDITIONS**

Should you seek to register a . TLD («Registry TLD») from Global Website TLD Asia Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all . domain registrations.

1. You agree to comply with all ICANN standards, policies, procedures and practices, as may be

adopted or amended from time to time, for which the Registry has monitoring responsibility.

2. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days' notice by Registry to Registrar. If there is a discrepancy between the terms required by the Registry-Registrar Agreement and the terms of this Registration Agreement, the terms of the Registry-Registrar Agreement shall supersede those of this Registration Agreement.

3. You agree to be bound by the public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (if applicable, as set forth in Specification 12 to the Registry Agreement, as amended from time to time), and Government Advisory Committee ("GAC") safeguards (as set forth in Exhibit B to the Registry-Registrar Agreement or otherwise published or provided to us by Registry from time to time) (all available at <https://www.icann.org/resources/agreement/xn--5tzm5g-2014-12-22-en>).

4. You consent to the use, copying, distribution, publication, modification and other processing of your's or Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement, consistent with the terms of the Registry-Registrar Agreement.

5. You agree to immediately correct and update the Registration Information for the domain name during the registration term.

6. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a registration during these periods, and (b) the results of any dispute resolution process regarding a registration.

7. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion;

(1) to protect the integrity and stability of the registry;

(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;

(4) per the terms of this Registration Agreement;

(5) for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any Credit Facility (as defined in Section 4.4) or

(6) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## **APPENDIX 'CY'**

### **.ART SPECIFIC CONDITIONS**

Should you seek to register a .ART («Registry TLD») from UK Creative Ideas Limited («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .ART domain registrations.

1. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD (including all of the applicable periods defined in the Launch Policy <http://nic.art/index.php/policies/>) and further acknowledge that, to the extent permitted by Applicable Law, Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Launch Policy (<http://nic.art/index.php/policies/>), including:

(1) the ability or inability of a registrant to obtain a Registered Name during the periods defined therein, and;

(2) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the Trademark Clearinghouse.

2. You acknowledge and agree to comply with all ICANN standards, policies, procedures and practices, as may be adopted or amended from time to time, as well as all Registry Policies (<http://nic.art/index.php/policies/>).

3. You consent to the use, copying, distribution, publication, modification and other processing of your's or Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the Registry Privacy Policies (<http://nic.art/index.php/policies/>), ICANN policies, and with relevant mandatory local data protection and privacy laws.

4. You consent to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), Post-Delegation Dispute Resolution Procedures (PDDRP) (<https://newgtlds.icann.org/en/program-status/pddrp>), and the Uniform Rapid Suspension System (URS).

5. You agree to immediately correct and update the Registration Information for the domain name during the registration term.

6. You will implement reasonable and appropriate security measures commensurate with the offering of any services, as defined by applicable law, rules, policies and/or regulations if you

collect and maintain sensitive health or financial data.

7. You have any necessary authorizations, charters, licenses and/or related credentials for any participation in the relevant markets.

8. You will comply with all ICANN requirements, including without limitation Consensus Policies, and all operational standards, policies, procedures and practices for the Registry TLD established from time to time consistent with ICANN requirements.

9. You will comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive content), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

10. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion:

(1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);

(2) to protect the rights and property of Registry and to avoid any potential or actual liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, or stockholders;

(3) to protect the integrity and stability of the Registry and the operation of the DNS; and

(4) to comply with all applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process.

11. You consent to the collection and use of your personal data for the provision of services by Registry and consent to being contacted by Registry in accordance with Registry Policies (<http://nic.art/index.php/policies/>).

12. You agree to comply with the Registry's Acceptable Use Policy contained in the Registry Policies at <http://nic.art/index.php/policies/>.

## **APPENDIX 'CZ'**

### **.CAM SPECIFIC CONDITIONS**

Should you seek to register a .ART («Registry TLD») from AC Webconnecting Holding BV («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all. ART domain registrations.

1. You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion:

(1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);

(2) to protect the rights and property of Registry and to avoid any potential or actual liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, or stockholders;

(3) to protect the integrity and stability of the Registry and the operation of the DNS; and

(4) to comply with all applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process.

2. You acknowledge and agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. This provision shall survive any termination of this Registration Agreement.

3. You acknowledge and agree to comply with all ICANN standards, policies, procedures and practices, as may be adopted or amended from time to time, as well as all Registry Policies (<http://nic.art/index.php/policies/>).

4. You acknowledge and agree to consent to the Registry's Anti-Abuse Policy available at <https://nic.cam/static/doc/CAM-Anti-Abuse-Policy-v2.0.pdf>.

## **APPENDIX 'DA'** **.AM, .RADIO.AM, .FM, .RADIO.FM SPECIFIC CONDITIONS**

Should you seek to register a .AM, .RADIO.AM, .FM, or .RADIO.FM TLD («Registry TLD») from BRS Media Inc. («Registry»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all. ART domain registrations.

1. You acknowledge and agree that you will comply with the following Registry policies:

(1) <https://dot.fm/policy/>

(2) <http://radio.am/policy/>, and

(3) <http://radio.fm/policy/>.

2. You acknowledge and agree to indemnify, defend and hold harmless the Registry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. This provision shall survive any termination of the

## **APPENDIX 'DB'** **.ECO SPECIFIC CONDITIONS**

Should you seek to register a .ECO («Registry TLD») from Big Room Inc. («Registry Operator»), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all. ART domain registrations.

1. You acknowledge and agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. This provision shall survive any termination of this Registration Agreement.

2. You acknowledge and agree to comply with all ICANN standards, policies, procedures and practices, as may be adopted or amended from time to time.

3. You agree to be bound by the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator or Registry Service Provider in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement.

4. You hereby certify the data provided in the domain name registration process is true, correct, up to date and complete.

5. You consent to the use, copying, distribution, publication, modification and other processing of your's or the Registered Name Holder's Personal Data by the Registry Operator and its designees and agents.

6. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

7. If you collect and maintain sensitive health and financial data, you agree to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

8. You will comply with applicable consumer protection laws and regulations when the Registry TLD (the term "eco") is used to describe environmental.

9. You submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms ("RPMs"), including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails.

10. You will immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name.

11. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation, the procedure and process for compliance with ICANN's RPMs, including the Trademark Clearing House requirements and the Sunrise Dispute Resolution Policy, and further acknowledges that Registry Operator and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs, the Sunrise and the dispute resolution procedures relating thereto, including, without limitation:

(1) the ability or inability of a registrant to obtain a domain name during these periods; and

(2) the results of any dispute over the outcome of any dispute resolution proceeding.

12. You acknowledge and agree that all .eco domain names will be registered on server hold status pending the Registered Name Holder complying with the minimum requirements to activate a .eco domain:

(1) pledging in their Eco Profile to support positive change for the planet and to be honest when sharing environmental actions; and

(2) affirming in their Eco Profile their eligibility under the Registry Policies.

13. You acknowledges and agrees that the Registry Operator itself or through the Registry Service Provider reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on server hold, registry lock or similar status, that it deems necessary, in its discretion:

(1) to protect the integrity and stability of the registry;

(2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(3) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees;

(4) per the terms of the registration agreement;

(5) as part of Verification procedures, in particular that Registered Names will remain on server hold, registry lock or similar status until after the successful completion of the Verification procedures; or

(6) to correct mistakes made by the Registry Operator, the Registry Service Provider or any Registrar in connection with a domain name registration.

14. You acknowledges and agrees that Registered Name Holders are prohibited from distributing

malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, posting false information, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any domain name and the suspension of the domain name.

15. You acknowledge and agree to the .ECO Registry Policies available at <https://home.eco/registrars/policies/>.