

## Domain Name Registration Regulations for ICANN domains

1. These regulations apply to every registration of a domain name with a TLD that comes under the jurisdiction of ICANN and that is carried out on behalf of the registrant by The Registrar Company B.V., a The Netherlands corporation, with its principal place of business located at Boyleweg 10, 3208KA, Spijkensisse, The Netherlands (hereinafter referred to as: Registrar).

### Contact information

2. The registrant is obliged to provide accurate and reliable contact information, including at least the full name, street name, house number, postal code, place of residence, e-mail addresses and telephone number. A fax number must be given if available. The registrant is obliged to report any changes to these details immediately and to correct any mistakes. The registrant is obliged to provide the above contact details for both a technical and administrative contact person.
3. Various contact profiles can be registered for domain names:

Domain name holder	-	The owner of the domain
Administrative contact	-	Contact profile for administrative matters
Technical contact	-	Contact profile for technical matters
Billing contact	-	Contact profile for invoicing
4. If the registration is made in the name of an organisation, cooperative, foundation or association, the registrant must give contact details, as referred to in Article 1, of a contact person who is authorised to represent the organisation.
5. Upon registration, the registrant must state the primary and secondary name servers for the domain names to be registered.
6. The Registrar may ask the registrant questions about the accuracy and reliability of the registered contact details. The registrant has 15 calendar days to respond to such questions.
7. The Registrar is entitled to terminate the domain registration if the registrant fails to comply with Article 5 and if the registrant deliberately provides incorrect or unreliable information.

8. It is the registrant's responsibility to provide his own contact details in accordance with the previous articles, even if the registrant intends to make the domain name available for use by another party.
9. If the registrant makes the domain name available for use by another party, the registrant is liable for any unlawful act or omission by that other party, unless the registrant immediately releases the contact information of the other party once the registrant has been able to identify any reasonable evidence of damage or losses for which liability would exist.

#### **Restricted use of personal data**

10. The Registrar uses the personal data provided by the registrant for domain name management purposes only. Upon registration, contact details are submitted to the relevant registry (Registry Operator, according to the ICANN definition), who will not publish these details. If the registrant has requested the registration through an authorised reseller, the reseller also has access to the contact details.
11. The registrant is obliged to provide all (contact) details referred to in Articles 1 to 4. Depending on the registry, additional personal data may be required.
12. The registrant can consult the personal data and change them if necessary by sending a request to the Registrar or, if applicable, to the authorised reseller.
13. The registrant agrees to the policy set out above with regard to his personal data.
14. The registrant guarantees that he is authorised to provide the personal data that are required to be provided by virtue of these regulations, and that all persons to whom the data relate have agreed with the personal data policy set out above.
15. The Registrar has taken adequate technical and organisational security measures in order to prevent the unauthorised processing of personal data and to protect personal data against loss, misuse, unauthorised access, distribution, changes or destruction.

### **No infringing domain names**

16. The registrant guarantees that, in his honest opinion, the registration of the domain name will not infringe any third-party rights whatsoever.

### **Competent court**

17. Unless a different court is exclusively competent by virtue of mandatory law, both the court in the court district of the Registrar and the court in the court district of the registrant can have jurisdiction in disputes concerning the use of the domain name.

### **Suspension, cancellation or transfer by ICANN**

18. The registrant agrees that the registration of the domain name may be subject to suspension, cancellation or transfer by ICANN, on the basis of ICANN specifications or policies, or on the basis of the Registrar's failure to comply with them, with the objective of (1) remedying the registration mistakes of the Registrar or registry operator or (2) settling disputes about the domain name.

### **Obligations Related to Provision of Registrar Services by Third Parties.**

19. Reseller must enter into written agreements with Registrar that enable Registrar to comply with and perform all of its obligations under this Agreement and the ICANN Registrar Accreditation Agreement.
20. Resellers do not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as Accredited by ICANN, unless they have written permission from ICANN to do so.
21. Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar.
22. Resellers needs to identify the sponsoring registrar upon inquiry from the customer.
23. Resellers may not offer any proxy services.
24. Resellers must offer customers a link to an ICANN webpage detailing registrant educational information: <http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm> Reseller shall provide a link to such webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders.
25. In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement Registrar will take steps to enforce this agreement with such Reseller so as to cure and prevent further instances of non-compliance.

26. Resellers shall publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification: <http://www.icann.org/en/resources/registrars/registrant-rights/benefits> and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law. Registrar will enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.

#### **Provisions specific to .COM and .NET registrations**

27. Registrant agrees to indemnify, defend and hold harmless the registrar and .COM .and NET Registry Operator, VeriSign, Inc., and its 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 the Registered Name holder's domain name registration.

#### **Provisions specific to .JOBS registrations**

28. Registrant agrees to indemnify, defend and hold harmless the registrar and .JOBS Registry Operator and its 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 the Registered Name holder's domain name registration.
29. Registrant agrees to (i) provide information regarding membership in a Human Resource Association, and the identity of any such association; (ii) to provide the URL of your existing company website; (iii) that Registrant has read, understood and agrees to be bound by the [.JOBS Registry-Registrant Agreement](#) (which is incorporated herein) as amended from time to time, the registrant eligibility requirements and the use restrictions; (iv) to abide by the [SHRM Code of Ethics](#) (which is incorporated herein); and (v) that the Registry Operator is an intended third-party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.
30. Registrar and the .JOBS Registry Operator expressly reserve the right to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder with any provision of this Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions including, but not limited to, submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

#### **Provisions specific to .ASIA registrations**

31. Registrant acknowledges and agrees to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DotAsia Organisation Limited ("DotAsia"), [website](#), and which are incorporated herein.
32. Registrant further acknowledges and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .ASIA Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy; (iv) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; (v) comply with the .ASIA Charter Eligibility Requirement; and (vi) submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.
33. Registrant represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "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 domain name in the event of a dispute or a challenge over your legal entitlement to or the ownership of the domain 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. Registrant agrees that it has obtained an agreement from the CED Contact that it shall remain the Operating Contact for all operations of the domain name, including but not limited to domain name transfer and updates.
34. Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration and/or use. This indemnification requirement shall survive the termination or expiration of this Agreement.
35. Registrar and the .ASIA Registry Operator expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity, security and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

36. Notwithstanding anything in this Agreement to the contrary, DotAsia is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third-party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the .ASIA top level domain. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

#### **Provisions specific to .MOBI registrations**

37. Registrant shall: Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement;

38. Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement;

39. Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, Afilias Technologies Ltd. ("dotmobi"), the Registry Operator of the dotmobi, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the dotmobi;

40. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement;

41. Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

42. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;
43. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;
44. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");
45. Provide current, accurate and complete information in connection with its registration of the Domain Name and its creation, launch, and operation of the Website, including but not limited to information required for the purposes of the Whois records. Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name;
46. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration 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 made during the limited industry launch or over a Sunrise Registration;
47. Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://Afilias Technologies Ltd.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://Afilias Technologies Ltd.mobi/node/1135>, which is incorporated by reference herein.

48. Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to Afilias Technologies Ltd and (ii) Afilias Technologies Ltd may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against Afilias Technologies Ltd and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person;
49. Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute;
50. Acknowledge and agree that Registrant must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide ([www.dotmobi.mobi](http://www.dotmobi.mobi)) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines ([www.dotmobi.mobi](http://www.dotmobi.mobi)) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted;
51. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.

**Provisions specific to .NU registrations**

52. Registrant fully agrees with the .NU trade policy. This trade policy includes, but is not limited to the following requirements;

When submitting a trade request Registrant has to be able to send Registrar (i) a signed letter in which Registrant agrees with the trade, (ii) Registrants identification card/passport.



### **Provisions specific to .INFO registrations**

53. Registrant acknowledge and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .INFO Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.
  
54. Registrant agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afilias Limited, and its subcontractors, shareholders, 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 the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.
  
55. Registrar and the .INFO Registry Operator expressly reserve the right to deny, cancel or transfer any registration, or place any domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

### **Provisions specific to .ORG registrations**

56. Registrant acknowledge and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

57. Registrant agrees to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of this Agreement.
58. Registrar and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to place on registry lock, hold or similar status a domain name during resolution of a dispute.

#### **Provisions specific to .BIZ registrations**

59. Registrations in the .BIZ TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of these restrictions, "bona fide business or commercial use" means 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 (i) to exchange goods, services, or property of any kind; (ii) in the ordinary course of trade or business; or (iii) to facilitate the exchange of goods, services, information, or property of any kind or the ordinary course of trade or business. Registering a domain name solely for the purposes of selling, trading or leasing the domain name for compensation, or for the unsolicited offering to sell, trade or lease the domain name for compensation does not constitute a "bona fide business or commercial use" of that domain name.
60. As a .BIZ domain name Registrant, you hereby certify to the best of your knowledge that (i) 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; (ii) the domain name Registrant has the authority to enter into this registration agreement; and (iii) the registered domain name is reasonably related to the Registrant's business or intended commercial purpose at the time of registration.

61. As a .BIZ Registrant you are bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. In addition, you hereby acknowledge that you have 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: [Uniform Domain Name Dispute Resolution Policy](#); and [Restrictions Dispute Resolution Policy](#).

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 basis by an independent ICANN-accredited dispute provider. 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.

62. Registrant agrees that Registrar may modify the dispute policy. Registrant agrees that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you cancel or terminate your Services with us.

63. Registrant agrees 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 our dispute policy in effect 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 us harmless pursuant to the terms and conditions set forth below in this Agreement. If we 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 our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

64. We and the .BIZ Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any

liability, civil or criminal, on the part of us and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. We and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

65. You agree to indemnify, defend and hold harmless us and the .BIZ Registry Operator, NeuLevel, Inc., and its 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 the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

#### **Provisions specific to .TV registrations**

66. Registrant represents and warrants that he will meet the eligibility requirements of this ccTLD. Registrant is further acknowledging and agrees to be bound by any registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which are available [here](#) and are incorporated herein.

#### **Provisions specific to .CC registrations**

67. Registrant represents and warrants that he will meet the eligibility requirements of this ccTLD. Registrant is further acknowledging and agrees to be bound by any registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which are available [here](#) and are incorporated herein.

68. Registrant agrees to indemnify, defend and hold harmless the .CC Registry Operator, Verisign, Inc., and its 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 the Registered Name Holder's domain name registration.

#### **Provisions specific to .VLAANDEREN and .BRUSSELS registrations**

69. Registrant will not distribute malware, abusively operate botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.

Registrant agrees that Registrar may take actions to prevent such activities including suspension of the Domain Name.

#### **Liability**

70. The Registrar and registry are not liable for any damage or losses, of whatever nature, ensuing from or in connection with the registration of the domain name.

### **Provisions specific to .SHOP registrations**

71. Registrant shall comply with all applicable laws and government regulations.
72. Registrant shall comply with all ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
73. Registrant shall comply with all operational standards, policies, procedures, and practices for the Registry System established from time to time by Registry.
74. Registrant agrees to indemnify, defend and hold harmless the Registry, including its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a Domain Name made hereunder, the registration of a Domain Name and/or the use of a Domain Name; such obligation to indemnify, defend and hold harmless the Registry shall survive the termination of the Registrant Agreement.
75. Registrant shall update or correct registration information during the registration term of a Registered Name.
76. Registrant shall acknowledge and accept that the Registry may make use of such Registrant's Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, and for the sole purposes of allowing the Registrar to render the Domain Name Registration Services hereunder.
77. Registrant shall adhere to Domain Name Dispute resolution proceedings under the UDRP and URS (Uniform Rapid Suspension) System concerning registered Domain Names, where applicable.
78. Registrant shall agree to be bound by the terms and conditions of the initial launch phases of the TLD, the Sunrise period, and the corresponding dispute resolution processes, as set out in the TLD Policies, and shall 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, including, but not limited to: (a) the ability or inability of a registrant to obtain a domain name registration during this period, and (b) the results of any dispute procedures.
79. Registrant agrees to higher renewal pricing for a domain name where, at the time of the initial registration of the domain name, clear and conspicuous disclosure of such renewal pricing was made.
80. Registrant shall be prohibited from using a Registered Name 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.
81. Registrant shall 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) in the event of an occurrence of one of the prohibited activities listed in Article 80 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.

#### **Provisions specific to Uniregistry TLD registrations**

82. Registrant agrees to indemnify, defend and hold harmless the Uniregistry, including its directors, officers, employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Uniregistry or any affiliate of Uniregistry based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar, (ii) in relating of any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name name application process, systems and other processes, fees charged, billing practices and customer service.

#### **Provisions specific to .VOTE and VOTO registrations**

83. .VOTE (or .VOTO) is dedicated to serving participants in the democratic process, and names will be audited by the Registry to ensure compliance with applicable policies. By registering a .VOTE (or .VOTO) domain name, you are agreeing: 1) that your domain name and the content displayed therein shall not deceive the public. 2) to abide by the requirements in the .VOTE (or .VOTO) Registration Policy: [https://get.vote/vote\\_registration\\_policy](https://get.vote/vote_registration_policy)

#### **Provisions specific to .ORGANIC registrations**

84. The .ORGANIC domain is restricted to individuals, businesses or organizations that are certified organic by an Approved Standards Body or otherwise are eligible under the .ORGANIC Registration Policy. Verification information will be required prior to the domain functioning on the Internet. Eligible Registrant Classes include:

- 84.1. Food, Drink or Co-Packers, Farmers, Retailers or Distributors, Restaurants, Personal Care Products, Textile Products, Certifiers, Non-profit, Not for Profit, or Trade Associations that primarily serve and represent the organic community, Friends of .ORGANIC

Verification information may include Name of Certified Operator, Registrant Class, Country, Standards Body (Certifier) and License #, or other information may be provided that shows the Registrant meets the criteria of the Registrant class. For more details and help determining if you are eligible to register a .ORGANIC domain, please see:

<https://www.theregistrarcompany.com/pdf/ORGANIC-Registration-Policy-v1.1.pdf>

#### **Provisions specific to ICM Registry TLD registrations**

85. Registrant agrees to indemnify, defend, and hold harmless ICM and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses.

86. Registrant agrees that indemnification obligations survive termination or expiration of the Registrar-Registrant Agreement between Registrar and Registry.

87. Registrant shall comply with each of the following term, conditions and requirements;

87.1. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

87.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by ICM in a non-arbitrary manner and applicable to all registrars, including affiliates of registrars, and consistent with ICANN's standards, policies, procedures, and practices for ICM'S Registry Agreement with ICANN. Additional or revised ICM operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty(30) days notice by ICM to Registrar and/or by ICM posting such changed documents on the Registry Website, as applicable.

If there is a discrepancy between the terms required by the terms of the Registrar-Registrant Agreement and the terms of the Registry-Registrar Agreement the Registry-Registrar Agreement shall supersede and prevail.

87.3. Registrant shall not distribute malware, abusively operate botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Registrar may suspend domain names involved.

87.4. Registrant agrees to the terms of Registry Operator's Anti-Abuse Policy as posted on the Registry Website.

87.5. Registrant agrees to Registry Operator's right to Disqualify Registrations as set forth in Specification 11 to the Registry Agreement and any and all applicable Government Advisory Committee ("GAC") safeguards.

88. All ICM policies, procedures, and practices for its Limited Registration period, referred to as either the "Sunrise B Program" and/or the "Domain Matching Program". As further described in Registry Policies, Registrar agrees to provide its existing customer(s) who successfully applied for a Sunrise B reservation under the .XXX Sunrise B launch program an opportunity to register available second level domain name(s) in the Registry TLD as long as the second level of that domain name directly matches the second level of the .XXX domain name that was reserved by ICM Registry, LLC on behalf of such customer's reservation request; Registrar will provide these registrations to its customers on a first come, first served basis. As further described in Registry Policies, Registrar agrees to provide its existing .XXX Registrants an opportunity to register available second level domain name(s) in the Registry TLD as long as the second level of that domain name directly matches the second level of the registrant's existing .XXX domain name registration with Registrar.

For the purpose of both the Sunrise B Program and the Domain Matching Program referenced in this section, available second level domain names are domain names in the Registry TLD that are

available after the Registry TLD TMCH Sunrise Period and that are not reserved by the Registry for any reason, including without limitation for the Registry TLD Premium Name list.

Registrar agrees that it will only sell a second level domain name in the Registry TLD to a potential registrant if it is the same registrant of record of the directly matching second level domain name in the .XXX TLD, or if it is a customer of Registrar's who previously and successfully applied for a Sunrise B reservation of the directly matching second level domain name in the .XXX TLD through Registrar's services. At all times, ICM retains the full rights and ability to correct any mistakes and/or errors.

89. Registrant agrees to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by ICM and its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement, including without limitation Sections 2.6, 3.1, 3.4 and 3.8. 3.7.2. of the Registry Registrar Agreement. Submit to proceedings commencing under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and/or Uniform Rapid Suspension ("URS").
90. Registrant shall immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name.
91. Registrant agrees to be bound by the terms and conditions of the initial launch policies of the Registry TLD as published by ICM from time to time, including without limitation any Sunrise period, Limited Registration period, Sunrise B Program, Domain Matching Program and the dispute resolution policies and rights protection mechanisms managed by ICANN or ICM for the TLD (including without limitation to the Trademark Clearinghouse related obligations and certification by IBM on the Trademark Database(TMBD)platform for the provision of Claims Services as required by ICANN), and further to acknowledge that ICM 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, Sunrise B Program, Domain Matching Program or other period associated with the initial launch of the Registry TLD, including, without limitation :
  - 91.1. the ability or inability of a Registrant or potential registrant to obtain a Registered Name during these periods,
  - 91.2. refunds or credits from Registry Operator for any errors or mistakes caused by Registrar, and
  - 91.3. the results of any dispute resolution process regarding a Registration.
  - 91.4. Registrant acknowledges and agrees that ICM 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; (i) to protect the integrity and stability of the Registry TLD or the Registry System; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of ICM, as well as its affiliates, subsidiaries, officers, directors, employees, and contractors; (iv) for violations of the Registry-Registrant Agreement, including, without limitation its Anti-Abuse Policy as well as



any exhibits, attachments, or schedules thereto; (v) for violations of this Agreement, including, without limitation, any exhibits, attachments, or schedules hereto; (vi) for the non-payment of Fees by Registrar, including without limitation pursuant to the terms of any Payment Security arrangement entered into between ICM and Registrar; or (vii) to correct mistakes made by ICM or any Registrar in connection with a domain name registration. ICM also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

### **Provisions specific to .IT registrations**

92. Registrant declares under their own responsibility that they are:

92.1. in possession of the citizenship or resident in a country of the European Economic Area (EEA), the Vatican City State, the Republic of San Marino or the Swiss Confederation;

92.2. aware and accept that the registration and management of the domain name(s) is/are subject to the "Rules of assignment and management of domain names in ccTLD.it" and "Regulations for the resolution of disputes in the ccTLD.it" and their subsequent amendments;

92.3. entitled to the use and/or legal availability of the domain name(s) applied for, and that they do not prejudice, with the request for registration, the rights of others;

92.4. aware that for the inclusion of personal data in the Database of assigned domain names, and their possible dissemination and accessibility via the Internet, consent must be given explicitly by ticking the appropriate boxes in the information below. See "The policy of the .it Registry in the Whois Database" on the website of the Registry (<http://www.nic.it>);

92.5. aware and agree that in the case of erroneous or false declarations in this request, the Registry shall immediately revoke the domain name(s), or proceed with other legal actions. In such case the revocation shall not in any way give rise to claims against the Registry;

92.6. release the Registry from any responsibility resulting from the assignment and use of the domain name (s) by the subject that has made the request;

92.7. accept Italian jurisdiction and laws of the Italian State Ordinance

### **Settlement of domain name disputes**

93. For the settlement of domain name disputes, the Registrar follows the Uniform Domain Name Dispute Resolution Policy on the ICANN website ([www.icann.org/general/consensus-policies.htm](http://www.icann.org/general/consensus-policies.htm)), supplemented by the Dispute Resolution Procedure (<http://www.theregistrarcompany.com/pdf/Whitlabel-Dispute-Policy-v2.1-en.pdf>)

### **Escrow**

94. The Registrar limits the risk of loss and/or corruption of the data by backing it up locally every 24 hours and by ensuring that a prominent escrow service makes daily backups of all contact profiles, name server profiles and domain names.

**WHOIS status**

95. Registrar may apply domain statuses such as "ClientTransferProhibited" by default, to prevent unauthorised transfers. Registrar will change this status on request of Registrant.