

Registration Agreement - Tucows

- 1. IN THIS REGISTRATION AGREEMENT ("Agreement"), is between Tucows Domains Inc. ("Tucows") and you, on behalf of yourself or the entity you represent ("Registrant"), as offered through Oceania Business Solutions Pty Ltd, the Reseller participating in Tucows' distribution channel for domain name registrations. Any reference to "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains Tucows' obligations to Registrant, and Registrant's obligations to Tucows, for the domain registration services. By agreeing to the terms and conditions set forth in this Agreement, Registrant agrees to be bound by the rules and regulations set forth in this Agreement, and by a registry for that particular TLD.
- 2. **DOMAIN NAME REGISTRATION.** Domain name registrations are for a limited term, which ends on the expiration date communicated to the Registrant. A domain name submitted through Tucows will be deemed active when the relevant registry accepts the Registrant's application and activates Registrant's domain name registration or renewal. Tucows cannot guarantee that Registrant will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. Tucows is not responsible for any inaccuracies or errors in the domain name registration or renewal process.
- 3. **FEES.** Registrant agrees to pay Reseller the applicable service fees prior to the registration or renewal of a domain. All fees payable hereunder are non-refundable even if Registrant's domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.
- 4. **TERM.** This Agreement will remain in effect during the term of the domain name registration as selected, recorded and paid for at the time of registration or renewal. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

- 5. EXPIRATION, RENEWAL AND FORFEITURE. The registered domain name will expire on the expiration date specified in the registration term, and as communicated to the Registrant. Registrant will receive reminders immediately prior to the expiration inviting Registrant to renew the domain name. In the event that Registrant fails to renew the domain name in a timely fashion, the registration will expire and Tucows may, at its discretion, elect to assume the registration and may hold it in its own account, delete it, or sell it to a third party. During the period following the expiration of a domain name, the domain name will cease to resolve, the Whois registration records may be revised to include that of Tucows or its reseller, and visitors to Registrant's website may be directed to a default web page. This default web page may feature advertisements posted by Tucows for its own account. Registrant acknowledges and agrees that Registrant's right and interest in a domain name ceases upon its expiration. Registrant is solely responsible for informing itself of the date of expiration and renewing its registration in a timely manner. If Tucows, in its sole discretion, elects to renew the registration, Registrant will be entitled to a grace period of forty (40) days during which Registrant may re-register the domain name. Additional costs for the redemption and re-registration will apply.
- EXPIRED REGISTRATION RECOVERY POLICY Domain expiration renewal and redemptions fees are published at http://oceaniawebhosting.com.au/price-list or contact Oceania Support PH 1300 301 990
- 7. **REGISTRANT INFORMATION.** Registrant must provide the following information as part of the domain name registration process, and promptly correct and update during the term of the registration:
 - a. Name and postal address of the Registered Name Holder;
 - b. Registered name;
 - c. Names of the primary nameserver and secondary nameserver(s) for the Registered Name;
 - d. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;
 - e. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
 - f. Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

8. ACCURATE INFORMATION. Registrant represents and warrants that:

- a. The statements that Registrant makes in connection with the domain name registration, maintenance, or renewal are complete and accurate;
- b. Registrant information will be kept current;
- c. Registrant will not and will not permit others to use the domain name in violation of any ICANN or registry policies, applicable laws or regulations, or legal rights of others;
- d. Registrant will respond to inquiries from Tucows addressed to the email address of the Registrant, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details.

Registrant acknowledges that a breach of this Section 8 will constitute a material breach of the Agreement, which will entitle either Tucows or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to Registrant.

- 9. ICANN REQUIRED DISCLOSURES. Domain name registration requires sharing the Registrant's information, in whole or in part, with the applicable Registry Operator and with ICANN. As required by ICANN, this information must be made publicly available by means of Whois, and the Registry Operator also may be required to make this information publicly available by Whois. Both Tucows and the Registry Operator may be required to archive this information with a third-party escrow service. Registrant consents to and gives permission for all such required disclosures. Further, Registrant represents and warrants that, if Registrant is providing information about a third party, Registrant has notified the third party of the required disclosures and the purpose for the disclosures and Registrant has obtained the third party's consent to such disclosure. ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that Tucows may or must make available to the public or to private entities, and the manner in which such information is made available.
- 10. SUSPENSION AND CANCELLATION. Tucows may in its sole discretion,

suspend or cancel Registrant's domain name registration:

- a. if Registrant breaches this Agreement;
- b. if Registrant fails to provide payment or accurate contact or billing information;
- c. in the event there was an error in the registration process for such domain name;

- d. as required by ICANN or a Registry Operator;
- e. to protect the integrity and stability of Tucows and any applicable registry;
- f. to comply with any applicable laws, government rules, requests of law enforcement and court orders;
- g. in compliance with any dispute resolution process, or
- h. to avoid any liability, civil or criminal.
- 11. **DISPUTE RESOLUTION.** Registrant is bound by all ICANN consensus policies and all policies of any relevant Registry Operator, including the Uniform Rapid Suspension Procedure, The Uniform Domain Name Dispute Resolution policy (UDRP), along with the UDRP rules and all supplemental rules of any UDRP provider. ICANN may change the UDRP at any time. If a third party challenges the registration or reservation of the Registrant's domain name, Registrant will be subject to the provisions specified in the dispute policy adopted by the applicable registry. In the event a domain name dispute arises, Registrant will indemnify and hold Tucows harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding a domain name, Tucows may, at its sole discretion, suspend use of the domain name and the ability to make modifications to the registration records until:
 - a. Tucows is directed to do so by the judicial or administrative body, or
 - b. Tucows receives notification from both parties that the dispute has been settled.

If Registrant or Registrant's domain name becomes the subject of litigation, Tucows may deposit control of Registrant's domain name record into the registry of the judicial body by supplying a party with a registrar certificate.

- 12. WHOIS PRIVACY SERVICE. If Registrant elects to use the Whois privacy registration service, the following terms and conditions will apply:
 - a. The publicly available Registrant contact information will list Contact Privacy Inc. Customer #### (where #### is a unique customer identification number) as the Registrant and contact name, and Tucows' postal address, assigned email address and telephone number as contact information.
 - b. Tucows will keep the Registrant and Contact Information provided by Registrant on file. Both Tucows and the Registry may be required to archive this information with a third-party escrow service, as per ICANN policy.

- c. Registrant will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at its discretion.
- d. With respect to a domain name that has been transferred to Tucows, the Whois Privacy Service will only commence after the transfer has been completed. If Registrant elects to transfer a domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
- e. Tucows will send all obligatory renewal and transfer related messages to the contacts that Registrant has designated.
- f. Pricing for the Whois privacy registration service will be set by the Reseller, and Registrant will pay Reseller for this service.
- g. Communications received with respect to a domain name registration will be handled as follows:
 - i. Tucows will forward to Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
 - ii. Email correspondence will be forwarded, only if submitted via the contactprivacy.com website.
 - A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com website.
 - The point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights) is legal@tucows.com.
- h. The business contact information for the Whois privacy registration service is:

Contact Privacy Inc. 96 Mowat Avenue Toronto (ON) M6K 3M1 CANADA Attention: Compliance

- Tucows shall have the right, at its sole discretion and without liability to Registrant, to suspend or cancel the Whois Privacy Service and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
 - i. when required by law;

- ii. in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
- iii. to comply with a legal process served upon Tucows;
- to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
- v. to avoid financial loss or legal liability;
- vi. if Tucows believes that Registrant or one of Registrant's contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or to transmit SPAM, viruses, worms or other harmful computer programs.
- 13. **POLICY.** Registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy,
 - a. to correct mistakes by Tucows or a registry in registering the name or
 - b. for the resolution of disputes concerning the domain name.
- 14. **TRADEMARK CLEARINGHOUSE (TMCH).** Registrant agrees to abide by the terms and conditions set forth by Tucows and the Trademark Clearinghouse Agreement available

at http://opensrs.com/site/resources/agreements#contracts.

- 15. **NO GUARANTEE.** Registrant acknowledges that registration of a chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.
- 16. **AGENCY.** If Registrant intends to license use of a domain name to a third party, Registrant is deemed the domain name holder of record and is responsible for providing Registrant's own full contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. Registrant shall accept liability for harm caused by wrongful use of the domain name, unless it promptly discloses the licensee's identity and current contact information (as provided by the licensee) to a party providing the Registered Name Holder reasonable evidence of actionable harm. Registrant represents that it will secure the agreement of any third party to the terms and conditions in this Agreement.

17. **MODIFICATIONS TO AGREEMENT.** Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website

at http://www.opensrs.com/docs/contracts/exhibita.htm. Your continued use of the registered domain name will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different accredited registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

- 18. **ANNOUNCEMENTS.** Tucows reserves the right to distribute information to Registrant that is required by ICANN or Registry policy.
- 19. **LIMITATION OF LIABILITY.** Registrant agrees that Tucows' entire liability, and Registrant's exclusive remedy, with respect to the domain registration service provided under this Agreement and any breach of this Agreement is solely limited to the amount Registrant paid for the initial registration of the domain name. Tucows, ICANN and the applicable registries shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.
- 20. **INDEMNITY.** Registrant will defend, indemnify, and hold harmless Tucows, ICANN, the applicable registries, and their respective directors, officers, employees, agents, affiliates, and contractors, from all liabilities, claims and expenses, including attorney's fees, arising out of or relating to
 - a. Registrant's registration and use of the domain name registered;
 - b. use of the domain name in violation of this Agreement; or
 - c. Registrant's violation of any third party right, including Intellectual Property Rights. This indemnification obligation will survive the termination or expiration of this Agreement.
- 21. **TRANSFER OF OWNERSHIP.** The person named as Registrant on the Whois shall be the "Registered Name Holder." The person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee")

Registrant shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by Tucows in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Registrant explicitly authorizes Tucows to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf.

- 22. **BREACH.** Registrant agrees that failure to abide by any provision of this Agreement, any ICANN, Registry, URDP or Dispute operating rule or policy, may be considered by Tucows to be a material breach, and that Tucows may provide written notice, describing the breach, to Registrant. If within fifteen (15) calendar days of the date of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to Tucows, that Registrant has not breached its obligations under the Agreement, then Tucows may delete the registration the domain name. Any such breach by Registrant shall not be deemed to be excused simply because Tucows did not act earlier in response to that, or any other, breach by Registrant.
- 23. **DISCLAIMER OF WARRANTIES.** Except for the express warranties in this Agreement, Tucows does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. Tucows is not responsible or liable for the deletion or of failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. Tucows does not warrant that the domain name registration service will be error free or uninterrupted. The domain name registration service is not intended for high risk activities.
- 24. **INCONSISTENCIES WITH REGISTRY POLICIES.** In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable Registry, the term, condition, policy or procedure of the applicable Registry shall prevail.
- 25. **NON-WAIVER.** Tucows failure to require performance by Registrant of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Tucows of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 26. **NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been

deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to domains@tucows.com. Any notice to Registrant will be sent to the e-mail address provided by Registrant in the Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to:

Tucows Domains Inc. 96 Mowat Avenue Toronto, ON M6K 3M1 Canada Attention: Compliance

and in the case of notification to Registrant shall be sent to the address specified in the "Administrative Contact" in the Whois record.

- 27. ENTIRETY. Registrant agrees that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable Registry or other governing authority, are the complete and exclusive Agreement between Tucows and Registrant regarding the domain registration service.
- 28. **NO THIRD PARTY BENEFICIARIES.** This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, including any provisions incorporated by reference, is a matter solely for the parties to this Agreement.
- 29. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

30. **INFANCY.** Registrant attests to be of legal age to enter into this Agreement.

- 31. FORCE MAJEURE. Registrant acknowledges and agrees that neither Tucows nor the applicable Registry shall be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.
- 32. **PRIVACY.** Information collected about Registrant is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: https://opensrs.com/privacy-policy/.
- 33. **CONTROLLING LANGUAGE.** In the event that Registrant is reading this Agreement in a language other than the English language, Registrant acknowledges and agrees that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.
- 34. **TLDs.** The following additional provisions apply to any domain names that you register through Tucows with the various registries:
 - .com/net Domains: In the case of a ".com" or ".net" registration, the following terms and conditions will apply:
 - Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry; these policies are subject to modification;
 - For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 1. of the Registrant's domicile, and
 - 2. where Tucows is located, presently Toronto, Ontario.
 - **.org Domains**: In the case of a ".org" registration, the following terms and conditions will apply:
 - Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Dom ain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry. These policies are subject to modification;

- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 1. of the Registrant's domicile, and
 - 2. where Tucows is located, presently Toronto, Ontario.
- **.info Domains**: In the case of a ".info" registration, the following terms and conditions will apply:
 - You agree to the Afilias Inc. Acceptable Use and Anti-Abuse Policy, located at <u>https://www.afilias.info/policies</u>
 - Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract;
 - Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
 - For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 1. of the Registrant's domicile, and
 - 2. where Tucows is located, presently Toronto, Ontario;
 - Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.
- **.biz Domains**: In the case of a ".biz" registration, the following terms and conditions will apply:
 - Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or

commercial purposes. For the purposes of the .biz registration 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:

- A. to exchange goods, services, or property of any kind;
- B. in the ordinary course of business; or
- C. to facilitate:
 - i. the exchange of goods, services, information or property of any kind;
 - ii. the ordinary course of trade or business.

For more information on the .biz restrictions, which are incorporated herein by reference, please see: <u>http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm</u>.

- Selection of a Domain Name. You represent that:
 - the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;
 - A. to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
 - B. that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
 - C. the registered domain name will be used primarily for bona fide business or commercial purposes and not
 - a. exclusively for personal use, or
 - b. 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;
 - c. you have the authority to enter into this Registration Agreement; and

- d. the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.
- D. Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:
 - . your full name;
 - i. your postal address;
 - ii. your e-mail address;
 - iii. your voice telephone number;
 - iv. your fax number (if applicable);
 - v. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
 - vi. the IP addresses of the primary nameserver and any secondary nameserver for the domain name;
 - vii. the corresponding names of the primary and secondary nameservers;
 - viii. the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and
 - ix. any remark concerning the domain name that should appear in the Whois directory.
 - x. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.
- E. Domain Name Disputes. 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:
 - . The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy), available at: <u>http://www.icann.org/dndr/udrp/policy.htm;</u>

- The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at: <u>http://www.icann.org/tlds/agreements/biz/r</u> <u>egistry-agmt-appm-27apr01.htm</u>; (collectively, the "Dispute Policies").
- F. The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by Registrant.
- G. 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 endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.
- H. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - . of the Registrant's domicile, and
 - i. where Tucows is located, presently Toronto, Ontario.
- **.name Domains**: In the case of a ".name" registration, the following terms and conditions will apply:
 - .name Restrictions. Registrations in the .name top-level domain 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.
 - .name Representations. As a .name domain name registrant, you hereby represent that:
 - . The registered domain name or second level domain ("SLD") e-mail address is your Personal Name.
 - A. The data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete,
 - B. to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in

which it is directly or indirectly to be used infringes upon the legal rights of a third party;

- C. that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
- D. the registration satisfies the Eligibility Requirements found

at: <u>http://www.icann.org/en/about/agreements/registr</u> <u>ies/name/appendix-11-25mar11-en.htm</u>; and

- E. you have the authority to enter into this Registration Agreement.
- E-mail Forwarding Services. The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through e-mail forwarding. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. Without prejudice to the foregoing, you undertake not to use e-mail forwarding:
 - 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;
 - A. 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;
 - B. to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or
 - C. for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include

persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.

- Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.
- You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsent e-mail to you or a third party.
- You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.
- Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. 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.

- the Eligibility Requirements (the "Eligibility Requirements"), available
 at: <u>http://www.icann.org/tlds/agreements/name/regist</u>
 <u>ry-agmt-appl-8aug03.htm</u>;
- A. the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at: <u>http://www.icann.org/tlds/agreements/name/regist</u> <u>ry-agmt-appm-8aug03.htm</u>; and
- B. the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available

at: http://www.icann.org/dndr/udrp/policy.htm

- The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered:
 - . the Personal Name of an individual;
 - i. the Personal Name of a fictional character, if you have trademark or service make rights in that character's Personal Name;
 - ii. in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of the Personal Name so as to differentiate it from other Personal Names.
- The ERDRP applies to challenges to:
 - registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and
 - i. to Defensive Registrations (as defined by the Registry) within .name.
- The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than the Registry or Tucows over the registration and use of an Internet domain name registered by a Registrant.
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and,
 - 1. where Tucows is located, presently Toronto, Ontario.
- **.at Domains**: In the case of a ".at" registration, the following terms and conditions will apply:

 Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at http://www.nic.at/en/service/legal_information/terms_co-nditions/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- **.be Domains**: In the case of a ".be" registration, the following terms and conditions will apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at http://www.dns.be/en/legal/domain_name_disputes/gene ral_principle.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

 Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found

at http://www.dns.be/en/legal/domain_name_disputes/gene ral_principle.

- .ca Domains: In the case of a ".ca" registration, the following terms and conditions will apply:
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute

Policy may be found

at <u>https://cira.ca/sites/default/files/attachment/policies/cdrp</u> <u>policy - en.pdf</u> Please take the time to familiarize yourself with this policy.

- Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy,
 - 0. to correct mistakes by Tucows or the Registry in registering the name or
 - 1. for the resolution of disputes concerning the domain name.
- Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.
- Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at https://cira.ca/assets/Documents/Legal/Registrants/registr antagreement.pdf. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, it's failure or refusal to renew a domain name registration, it's registration of a domain name, it's failure or refusal to renew a domain name registration, it's renewal of a domain name registration, it's failure or refusal to transfer a domain name registration, it's transfer of a domain name registration, it's failure or refusal to maintain or modify a domain name registration, it's maintenance of a domain name registration, it's maintenance of a domain name registration, it's failure to cancel a domain name registration or it's cancellation of a domain name registration from the Registry;

- .cc Domains: In the case of a ".cc" registration, the following terms and conditions will apply:
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <u>http://www.verisign.com/informationservices/naming-services/cctlds/page_042130.html</u>. Please take the time to familiarize yourself with this policy.
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at: <u>http://www.verisign.com/information-services/naming-services/cctlds/page_042130.html</u>.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- .ch Domains: In the case of a ".ch" registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.switch.ch/id/terms. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found

at <u>http://www.switch.ch/id/disputes/rules</u>. Please take the time to familiarize yourself with this policy.

- **.cn Domains**: In the case of a ".cn" registration, the following terms and conditions shall apply:
 - "Registry" means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;
 - "Registry Gateway" means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People's Republic of China;
 - "Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People's Republic of China.
 - Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to:
 - be against the basic principles prescribed in the Constitution of the People's Republic of China ("PRC");
 - A. jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC;
 - B. harm national honour and national interests of the PRC;
 - c. instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC;
 - D. spread rumours, disturb public order or disrupt social stability of the PRC;
 - E. spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
 - F. insult, libel against others and infringe other people's legal rights and interests in the PRC; or
 - G. take any other action prohibited in laws, rules and administrative regulations of the PRC.
 - Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf or a business or organization. It should be noted that, although .cn policy is permissive in terms of

registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.

- Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Policy & Rules for CNNIC Dispute Resolution Policy ("Dispute Policy"), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at: <u>http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t20120</u> 830 35737.htm.
- You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.
- 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:
 - . we are directed to do so by the judicial or administrative body, or
 - i. 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.
- Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the People's Republic of China's governmental agencies and the China Internet Network Information Centre ("CNNIC"), including but not limited to the following rules and regulations:

- Provisional Administrative Rules for Registration of Domain Names in China (currently at <u>http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t2</u> 0120830_35734.htm);
- A. Detailed Implementation Rules for Registration of Domain Names in China (currently at <u>http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t2</u> 0120830_35735.htm);
- B. Chinese Domain Names Dispute Resolution Policy (currently at <u>http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t2</u> 0120830_35737.htm); and
- C. CNNIC Implementing Rules of Domain Name Registration (currently at <u>http://www1.cnnic.cn/PublicS/fwzxxgzcfg/201208/t2</u> 0120830_35735.htm).

You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.

- Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy,
 - 0. to correct mistakes by a party in registering the name,
 - 1. for the resolution of disputes concerning the domain name,
 - 2. to protect the integrity and stability of the registry,
 - 3. to comply with any applicable laws, government rules or requirements, requests of law enforcement,
 - 4. to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to "freeze" a domain name during the resolution of a dispute.
- Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall

submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:

- 0. of the Registrant's domicile,
- 1. where Tucows is located, and
- 2. the People's Republic of China.
- Governing Law. For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the People's Republic of China.
- .de Domains: In the case of a ".de" registration, the following terms and conditions will apply:
 - Selection of a Domain Name. You represent that:
 - you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;
 - either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany;
 - B. to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.
 - Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. 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 specified by the Registry or any court of law.
 - Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail.

The Registry documents may be found at: English:

- . Registration Terms and
- Conditions: <u>http://www.denic.de/en/bedingungen.html</u> a. Registration
 - Guidelines: <u>http://www.denic.de/en/denic-domain-</u> guidelines.html

German:

- b. DENIC-Registrierungsbedingungen: <u>http://www.denic.de/de/b</u> <u>edingungen.html</u>
- c. DENIC-Registrierungsrichtlinien: <u>http://www.denic.de/de/richt</u> linien.html
- **.eu Domains**: In the case of a ".eu" registration, the following terms and conditions will apply:
 - Eligibility Criteria. .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are:
 - . an undertaking having its registered office, central administration or principal place of business within the European Community;
 - A. an organization established within the European
 Community without prejudice to the application of national law, or
 - B. a natural person resident within the European Community.
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registration policies of the Registry and the terms and conditions applicable to your .eu registration may be found

at: <u>http://www.eurid.eu/files/docs/trm_con_EN.pdf</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.
- .fr, .acquitane, .alsace Domains: In the case of ".fr", ".acquitane",
 ".alsace" registrations, the following terms and conditions will apply:
 - Representation of Registrant. .fr, .acquitane, .alsace domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) A legal entity:
 - . whose head office is in France; (or),
 - which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or),
 - ii. State institutions or departments, local authorities or associated establishments, (or),
 - which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.
 - Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.
 - Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: <u>http://www.afnic.fr/en/resources/reference/registry-policies/</u>.
 - Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at <u>http://www.afnic.fr/doc/ref/juridique/parl</u>. 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 specified by the Registry or any court of law.

- **.CORSICA** : In the case of ".CORSICA" registrations, the following terms and conditions will apply:
 - .CORSICA domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly meet at least one of the requirements:
 - . Legal entity in Corsica A company headquartered in Corsica or company having its head office outside Corsica but a secondary establishment registered in Corsica.
 - i. Individuals living in Corsica The applicant may be a French or foreign citizen with a physical address valid on the territory of Corsica.
 - Nexus to the .corsican community Diaspora and link to the Corsican community - Any individual who has and will prove a direct or indirect link attachment (economic, social, cultural,familial, historical or otherwise) with Corsica.
 - iii. In addition to the criteria stated above, the Registrant of a domain name in .corsica is obliged, if he creates a website, to create and maintain in Corsican language at least one page of its website in.corsica. This Corsican language page will be registered on its home page and be published at the latest, three months after the publication of the website.
- **.it Domains**: In the case of a ".it" registration, the following terms and conditions shall apply:
 - Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <u>http://www.nic.it/create-andchange.it/regulations-and-guidelines</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification

to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at <u>http://www.nic.it/everything-on.it/naming-</u> <u>authority/?searchterm=naming%20authority</u>.

- **.RIO** : In the case of ".RIO" registrations, the following terms and conditions will apply:
 - A domain owner that loses eligibility to a .RIO domain is subject to termination of DNS publication for the domain, and to domain removal, no matter domain expiration date.
 - Two pre-configured nameservers are required
 - No trustee service allowed; abuse can lead to the deletion of the domain name by the registry
 - Additional policies may be found at http://http://nic.rio/.
 - Names under this TLD are only for usage by the city council of Rio. The .rio domain owner needs to be either:
 - Legal entity incorporated in Brazil, with headquarters, branch, franchisee or licensee located in the city of Rio de Janeiro, with active record in "Cadastro Nacional das Pessoas JurÃdicas – CNPJ/MF†of the FinanceMinistry.
 - Individual with fixed address in the city of Rio de Janeiro, with active record in "Cadastro das Pessoas FÃsicas– CPF/MF†of the Finance Ministry.
- .nl Domains: In the case of a ".nl"Â registration, the following terms and conditions shall apply:
 - Registration Criteria. Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.
 - Registry Policies. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found at: <u>https://www.sidn.nl/fileadmin/downloads_en/Terms_and_Conditions/General_Terms_and_Conditions_for_.nl_Registra_ nts.pdf</u>.

You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be

subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at <u>https://www.sidn.nl/t/nl-domainname</u>.

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 specified by the Registry or any court of law.

- **.tv Domains**: In the case of a ".tv" registration, the following terms and conditions will apply:
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another Registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found

at <u>http://www.icann.org/dndr/udrp/policy.htm</u>. Please take the time to familiarize yourself with this policy.

- Policy. You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy,
 - 0. to correct mistakes by us or the applicable Registry in registering the name or
 - for the resolution of disputes concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at <u>http://www.verisign.com/information-</u> <u>services/naming-services/cctlds/index.html</u>" and expressly agree to the terms outlined therein.
- **.uk Domains**: In the case of a .uk registration, the following terms and conditions will apply:
 - "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found

at: <u>http://www.nominet.org.uk/disputes/</u>. Please take the

time to familiarize yourself with this policy.

Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy,

- 0. to correct mistakes by a registrar or the registry in registering the name, or
- 1. for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found

at: http://www.nominet.org.uk/disputes/terms/ When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts - one contract with Tucows and/or Reseller and one contract with Nominet UK. Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at http://www.nominet.org.uk/nominet-terms. Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's Whois look-up service.

- Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.
- **.us Domains**: In the case of a ".us" registration, the following terms and conditions will apply:
 - "DOC" means the United States of America Department of Commerce.
 - ".us Nexus Requirement". Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy the nexus requirement ("Nexus" or "Nexus Requirements") set out at: <u>http://www.neustar.us/the-ustld-nexus-requirements/</u>.
 - Selection of a Domain Name. You certify and represent that:

- . You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove;
- A. The listed name servers are located within the United States;
- B. The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;
- C. To the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;
- D. That the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
- E. You have the authority to enter into this Registration Agreement.
- Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference.
 Please take the time to familiarize yourself with these policies.
- Domain Name Disputes. 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:
 - . The Nexus Dispute Policy ("Dispute Policy), available at: <u>http://www.neustar.us/nexus-dispute-policy/</u>. The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements.
 - A. The usTLD Dispute Resolution Policy ("usDRP") available at: <u>http://www.neustar.us/ustld-dispute-resolution-</u> <u>policy/</u>. The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement.
 - B. In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use

of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:

- . of your domicile,
- i. where Tucows is located, and
- ii. the United States.
- Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy,
 - 0. to correct mistakes by us or the applicable Registry in registering the name or
 - for the resolution of disputes concerning the domain name. The Registry Operator's policies can be found at <u>http://www.neustar.us/policies</u>.
- Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.
- Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information:
 - . Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder);
 - A. The domain name being registered;
 - B. The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name;
 - C. The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;
- In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at <u>http://www.neustar.us/the-ustldnexus-requirements/</u>. Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of

improving the products and services offered to you through your Reseller.

 Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois service) or other purposes as required or permitted by the DOC and applicable laws.

You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your 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 your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

- .asia Domains: In the case of a .asia registration, the following terms apply:
 - The Registered Name Holder/Registrant consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

- The Registered Name Holder/Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.
- In addition to the complying with the Registrar's policies, the Registered Name Holder/Registrant* agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
- The Registered Name Holder/Registrant agrees to comply . with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (".ASIA Registry Policies"). The Registered Name Holder/Registrant acknowledges that .ASIA Registry Policies are applicable to all registrars and/or registered name holders/registrants. Any changes of the .ASIA Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar. The Registered Name Holder/Registrant further agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
- The Registered Name Holder/Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP"). The Registered Name Holder/Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited 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 right holders, Internet engineering and security experts or other competent claimants in the

purpose of upholding the stability, security and integrity of the .ASIA Registry.

- The Registered Name Holder/Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement. The Registered Name Holder/Registrant* acting as Registrant Contact 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 Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant'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/Registrant 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.
- The Registered Name Holder/Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited 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. Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.
- The Registered Name Holder/Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion:
 - . to protect the integrity security, and stability of the registry;
 - to comply with all appropriate 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 DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
- iii. for violations of the terms and conditions herein: or
- iv. to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, 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 Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Tucows being a registrar for the .ASIA TLD. Additionally, the third party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.
- The Registered Name Holder/Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- **.li Domains**: In the case of a .li registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.switch.ch/id/terms. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole

remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

 Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found

at <u>http://www.switch.ch/id/disputes/rules</u>. Please take the time to familiarize yourself with this policy.

- .me Domains: In the case of a .me registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.me/policies. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .me Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <u>http://www.nic.me/policies</u>. Please take the time to familiarize yourself with this policy.
- **.tel Domains**: In the case of a .tel registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at <u>http://telnic.com/downloads/AUP.pdf</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- .mobi Domains: In the case of a .mobi registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://dotmobi.com/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
 - For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- **.in Domains**: In the case of a ".in" registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or

policies that exist now or in the future and which are posted on the Registry website at <u>https://registry.in/Policies</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- **.bz Domains**: In the case of a ".bz" registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.afilias-grs.info/bz-belize. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
- **.ws Domains**: In the case of a ".ws" registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at http://www.worldsite.ws/legal/index.dhtml?url=worldsite. ws. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- .co and .com.co, .net.co, .nom.co Domains: In the case of a
 ".com.co" or ".net.co" or ".nom.co" registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted

on the Registry website at <u>http://www.go.co</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- .com.au, .net.au, .org.au, .asn.au, .id.au Domains: In the case of a .com.au, .net.au, .org.au, .asn.au, .id.au registration, the following terms and conditions shall apply:
 - auDA AND REGISTRAR'S AGENCY: In this agreement, auDA means .au Domain Administration Limited ACN079 009 340, the .au domain names administrator.
 - 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.
 - auDA PUBLISHED POLICY:
 - 0. In this clause, auDA Published Policies means those specifications and policies established and published by auDA from time to time at <u>http://www.auda.org.au/</u>.
 - Registrant must comply with all auDA Published Policies, 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.
 - Registrant acknowledges that under the auDA Published Policies:
 - 0. 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; and
 - Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and (3) auDA may delete or cancel the registration of a .au domain name.
 - auDA'S LIABILITIES AND INDEMNITY:
 - 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.

- 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.
- 2. Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.
- **.xxx, .porn, .adult, .sex Domains**: In the case of a .xxx, .porn, .adult, .sex registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at <u>http://icmregistry.com/policies/registry-registrant-agreement/</u> and <u>http://nic.porn/about/policies/</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry. These policies are subject to modification;
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- **.pro Domains**: In the case of a .pro registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you

shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website

at http://www.registry.pro/legal/user-terms

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (.UDRP.) (<u>http://www.icann.org/dndr/udrp/policy.htm</u>) and comply with the requirements set forth by the Registry; these policies are subject to modification;
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant's domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- **.dk Domains**: In the case of a .dk registration, the following terms and conditions shall apply:
 - Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at <u>https://www.dk-</u> hostmaster.dk/english/laws-conditions/
 - You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.
 - Information submitted by you is registered by the registry operator DK Hostmaster and will be used for administering the .dk top-level domain.
 - Your personal data is not publicly available in the whois database, but the operating registry, DK Hostmaster, shall release hidden personal details on request where a legal interest is demonstrated.

- You agree to allow Tucows to make a payment for a domain registration/renewal/transfer on your behalf.
- You have the right to change the billing contact or proxy and to pay the registry, DK Hostmaster, directly.
- The registration of a .DK domain name takes place with the registry operator, DK Hostmaster and you must agree to DIFO's rules available at <u>https://www.dk-</u> hostmaster.dk/english/laws-conditions/.
- You have the right to, at any time, change your Registrar, DNS and Zone Contact.
- Your e-mail address must not be related to the Domain Name to be Registered and must be an e-mail address that is under your control. It is your responsibility to ensure that the e-mail address stated is valid.
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
 - 0. of the Registrant.s domicile, and
 - 1. where Tucows is located, presently Toronto, Ontario.
- Additional ccTLD Policies. Additional registry policies may apply for ccTLDs. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are referenced at <u>http://www.tucowsdomains.com/domaininfo/cctld-registry-</u> policies.
- VENTURES, .HOLDINGS, .SINGLES, .CLOTHING, .GURU, .BIKE,
 .PLUMBING, .CAMERA, .LIGHTING, .EQUIPMENT, .ESTATE,
 .GRAPHICS, .GALLERY, .PHOTOGRAPHY, .LAND, .TODAY,
 .TECHNOLOGY, .CONTRACTORS, .DIRECTORY, .KITCHEN,
 .CONSTRUCTION, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE,
 .CAREERS, .PHOTOS, .RECIPES, .SHOES, .LIMO, .DOMAINS, .CAB,
 .COMPANY, .COMPUTER, .SYSTEMS, .ACADEMY, .MANAGEMENT,
 .CENTER, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING,
 .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .REPAIR, .COFFEE,
 .HOUSE, .FLORIST, .INTERNATIONAL, .SOLAR, .HOLIDAY,
 .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS,
 .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT,
 .EXPOSED, .FOUNDATION, .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, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .TAX, .CASH, .FUND, .INVESTMENTS, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .WORLD, .DELIVERY, .ENERGY, .BUSINESS, .IMMO, .NETWORK, .PIZZA, .COACH, .MEMORIAL, .LEGAL, .MONEY, .TIRES, .BINGO, .CHAT, .STYLE, .TENNIS, .GOLF, .TOURS, .GOLD, .PLUS, .TEAM, .JEWELRY, .SHOW, .EXPRESS, .CAFE, .DOG, .THEATER, .TAXI, .HOCKEY, .RUN, .MOVIE, .COUPONS, .SOCCER, .FYI, .MBA, .VIN, .WINE, .GROUP, .SALON, .GMBH, .LTD, .SHOPPING The following premium domains have not been completely setup/transferred, and have been stuck for at LEAST 20 minutes. Please retry these setups from the "Premium Domains Pending Setups" area in the AWI.Domains: In the case of a .VENTURES, .HOLDINGS, .SINGLES, .CLOTHING, .GURU, .BIKE, .PLUMBING, .CAMERA, .LIGHTING, .EQUIPMENT, .ESTATE, .GRAPHICS, .GALLERY, .PHOTOGRAPHY, .LAND, .TODAY, .TECHNOLOGY, .CONTRACTORS, .DIRECTORY, .KITCHEN, .CONSTRUCTION, .DIAMONDS, .ENTERPRISES, .TIPS, .VOYAGE, .CAREERS, .PHOTOS, .RECIPES, .SHOES, .LIMO, .DOMAINS, .CAB, .COMPANY, .COMPUTER, .SYSTEMS, .ACADEMY, .MANAGEMENT, .CENTER, .BUILDERS, .EMAIL, .SOLUTIONS, .SUPPORT, .TRAINING, .CAMP, .EDUCATION, .GLASS, .INSTITUTE, .RE PAIR, .COFFEE, .HOUSE, .FLORIST, .INTERNATIONAL, .SOLAR, .HOLIDAY, .MARKETING, .CODES, .FARM, .VIAJES, .AGENCY, .BARGAINS, .BOUTIQUE, .CHEAP, .ZONE, .COOL, .WATCH, .WORKS, .EXPERT, .EXPOSED, .FOUNDATION, .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, .FURNITURE, .DISCOUNT, .FITNESS, .SCHULE, .TAX, .CASH, .FUND, .INVESTMENTS, .GRATIS, .CLAIMS, .CREDIT, .CREDITCARD, .DIGITAL, .ACCOUNTANTS, .FINANCE, .INSURE, .LOANS, .CHURCH, .LIFE, .GUIDE, .DIRECT, .PLACE, .WORLD, .DELIVERY, .ENERGY, .BUSINESS, .IMMO, .NETWORK, .PIZZA, .COACH, .MEMORIAL, .LEGAL, .MONEY,

.TIRES, .BINGO, .CHAT, .STYLE, .TENNIS, .GOLF, .TOURS, .GOLD, .PLUS, .TEAM, .JEWELRY, .SHOW, .EXPRESS, .CAFE, .DOG, .THEATER, .TAXI, .HOCKEY, .RUN, .MOVIE, .COUPONS, .SOCCER, .FYI, .MBA, .VIN, .WINE, .GROUP, .SALON, .GMBH, .LTD, .SHOPPING for SR/GA (Donuts) registration, the following conditions apply:

- You agree to the Donuts Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://www.donuts.co/policies/acceptable-use/</u>
- You acknowledge that TLDs offered by Donuts Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Donuts TLDs.
- **.DOCTOR Domains**: In the case of a .DOCTOR registration, the following conditions apply:
 - You agree to the Donuts Inc. Acceptable Use and Anti-Abuse Policy located at http://www.donuts.co/policies/acceptableuse/
 - In addition to the criteria stated above, .DOCTOR 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 licenses.
- TATTOO, SEXY, GUITARS, LINK, GIFT, PICS, PHOTO,
 CHRISTMAS, BLACKFRIDAY, CLICK, DIET, HELP, DIET, HIPHOP,
 JUEGOS, FLOWERS, LOL, GAME, CARS, AUTO, CAR, MOM
 Domains: In the case of a TATTOO, SEXY, GUITARS, LINK, GIFT,
 PICS, PHOTO, CHRISTMAS, BLACKFRIDAY, CLICK, DIET, HELP,
 DIET, HIPHOP, JUEGOS, FLOWERS, LOL, GAME, CARS, AUTO,
 CAR, MOM registration, the following conditions apply:
 - You agree to the Uniregistry Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://uniregistry.link/bin/pdf/Acceptable_Use_Policy_and</u> <u>Terms_of_Service.pdf</u>
 - You acknowledge that TLDs offered by Uniregistry Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Uniregistry TLDs.

.DIET, .HIPHOP, .JUEGOS Domains: In the case of a .DIET, .HIPHOP, .JUEGOS registration, the following *additional* conditions apply:

• The registrant will abide by all applicable laws regarding 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.

 The registrant further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

.SEXY Domains: In the case of a .SEXY registration, the following *additional* conditions apply:

- The Registrant shall NOT permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to http://example.sexy or http://www.example.sexy. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.
- For the purposes of these additional conditions, the term "content unsuitable for viewing by a minor" means any communication, consisting of nudity, sex, or excretion, that, taken as a whole and with reference to its context-
 - predominantly appeals to a prurient interest;
 - is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and
 - lacks serious literary, artistic, political, or scientific value.
- For the purposes of these additional conditions, the term "sex" means acts of masturbation, sexual intercourse, or physical contact with a person's genitals, or the condition of human male or female genitals when in a state of sexual stimulation or arousal; and "minor" means a person who has not attained the age of 13.
- .DANCE, .DEMOCRAT, .NINJA, .IMMOBILIEN, .FUTBOL, .REVIEWS, .SOCIAL, .PUB, .MODA, .KAUFEN, .CONSULTING, .ACTOR, .ROCKS, AUCTION, .FORSALE, .RIP, .BAND, .SALE, .NEWS, .LIVE, .STUDIO, .FAMILY, .GAMES Domains: In the case of a .DANCE, .DEMOCRAT, .NINJA, .IMMOBILIEN, .FUTBOL, .REVIEWS, .SOCIAL, .PUB, .MODA, .KAUFEN, .CONSULTING, .ACTOR, .ROCKS, AUCTION, .REHAB, .GIVES, .DEGREE, .FORSALE, .RIP, .BAND, .SALE, .NEWS, .LIVE, .STUDIO, .FAMILY, .GAMES registration, the following conditions apply:

- You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://rightside.co/registry/for-</u> registrars/#c290
- You acknowledge that TLDs offered by Rightside Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Rightside TLDs.
- .FISHING, .VODKA, .RODEO, .COOKING, .HORSE, .COUNTRY, .BAYERN, .BEER, .SURF, .CASA, .YOGA, .WORK, .FASHION,
 .WEDDING, .GARDEN, .FIT, .NRW, .MIAMI, .LAW, .ABOGADO, .VIP
 Domains: In the case of a .FISHING, .VODKA, .RODEO, .COOKING,
 .HORSE, .COUNTRY, .BAYERN, .BEER, .SURF, .CASA, .YOGA, .WORK,
 .FASHION, .WEDDING, .GARDEN, .FIT, .NRW, .MIAMI, .LAW,
 .ABOGADO, .VIP registration, the following conditions apply:
 - You agree to the Minds + Machines Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://mm-</u> <u>registry.com/policies/</u>
 - You agree to the .BAYERN Minds + Machines Inc. policies located at <u>http://mm-registry.com/wp-</u> <u>content/uploads/2014/04/Bayern-Registry-</u> <u>Policies_English1.pdf</u>
 - You acknowledge that TLDs offered by Minds + Machines Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Minds + Machines TLDs.
 - .NRW Domains: In the case of a .NRW registration, the following *additional* conditions apply:
 - You agree to *additional* acceptable use policies located at <u>http://nic.nrw/die-nrw-domain/richtlinien/</u>.
 - Registrants of .NRW domains in Sunrise and General Availability must be:
 - Individuals with residence in the postal code area of the federal state of North Rhine-Westphalia; or
 - Individuals that have a place of business in connection with self-employment or freelance work in the postal code area of the federal state of North Rhine-Westphalia; or
 - Entities that have place of business in the postal code area of the federal state of North Rhine-Westphalia.

- .LAW, .ABOGADO Domains: In the case of .LAW, .ABOGADO registrations, the following *additional* conditions apply:
 - Registrant Validation, Data, and Restriction.
 Registration in the .law and .abogado TLDsis restricted to accredited lawyers as validated by an agent, which shall be appointedfrom time to time by the Registry (Validation Agent). Registrar must capture additionaldata as necessary to facilitate validation (Validation Data).
 - Validation Data must beprovided as requested from time to time by the Registry. Registrar must pay the non-refundable Validation Fee (see section below).
 Registrar must require that Registrant certify, prior to check out or collection of any registration fees, that Registrantis qualified to register the domain and that all provided information is true and accurate.
 - Registrar must display to Registrant terms to the effect that providing false informationmay lead to the deletion of their registration on all Registry TLDs including, but not limited to, .law and .abogado. Failure to maintain accreditation may result in cancellation ofregistration; no refunds will be granted outside the add grace or renewal grace periods.Validation may occur for each registration year. Registry may periodically re-verifyaccreditation at no additional cost to the Registrar. Disputes regarding validation will behandled by the Registry and Registrar agrees to submit such disputes immediately to the Registry for determination.
 - The applicant must provide the Qualified Lawyer information:
 - 1. Their full name as the applicant, as recorded with their regulator
 - The official name of the accreditation body (e.g., The State Bar of California); The accreditation body is the entity that issued the accreditation ID to the qualified lawyer. Within the Qualified Lawyer extension, a character string is used to represent an accreditation body.

- 3. The accreditation year; A qualified lawyers accreditation year is the year he/she was initially certified by the accreditation body. It is represented by a four-digit year including the century.
- The applicants accreditation ID number; The qualified lawyers accreditation ID is a character string issued by the accreditation body to the qualified lawyer. Accreditation IDs uniquely identify the qualified lawyer within the context of the accreditation body.
- 5. The accreditation jurisdiction: country and state, province, or district, as applicable. The accreditation jurisdiction country is the country in which the accreditation body certifies the qualified lawyer. ISO two-letter country codes are used to represent the accreditation jurisdiction country. The accreditation jurisdiction country is required. The accreditation jurisdiction state/province is the specific region, within the accreditation jurisdiction country, in which the accreditation body certifies the qualified lawyer. A character string represents the region. The accreditation jurisdiction is required when the accrediting body limits the qualified lawyeys certification to this area.
- .BERLIN Domains: In the case of a .BERLIN registration, the following conditions apply:
 - You agree to the dotBERLIN GmbH & Co. Registration and Anti-Abuse Policy, located at http://nic.berlin/de/berlin-policies/
- **.RUHR Domains**: In the case of a .RUHR registration, the following conditions apply:
 - You agree to the regiodot GmbH & Co. Registration and Anti-Abuse Policy, located at http://www.dot.ruhr/en/registration-policy/
- .WIEN Domains: In the case of a .WIEN registration, the following conditions apply:

- You agree to the punkt.wien GmbH Registration and Anti-Abuse Policy, located at <u>http://www.nic.wien/wien/policies.html</u>
- .KIM, .PINK, .RED, .BLUE, .BLACK, .GLOBAL, .MEET, .LTDA, .POKER, .LGBT, .GREEN, .SRL, .BET, .PET, .PROMO Domains: In the case of a .KIM, .PINK, .RED, .BLUE, .BLACK, .GLOBAL, .MEET, .LTDA, .POKER, .LGBT, .GREEN .SRL, .BET, .PET, .PROMO registration, the following conditions apply:
 - You agree to the Afilias Inc. Acceptable Use and Anti-Abuse Policy, located at https://www.afilias.info/policies
 - You acknowledge that TLDs offered by Afilias Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Afilias TLDs.

.POKER Domains: In the case of a .POKER registration, the following *additional* conditions apply:

- Registrants of .POKER domains must:
 - 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, disclosure of data, and financial disclosures;
 - implement reasonable and appropriate security measures commensurate with the collection and maintenance of financial data, as defined by applicable law;
 - provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry selfregulatory, bodies in their main place of business.

.LGBT Domains: In the case of a .LGBT registration, the following *additional* conditions apply:

 You agree to additional acceptable use policies located at <u>http://get.lgbt/LGBTAUP</u>.

.GREEN Domains: In the case of a .GREEN registration, the following *additional* conditions apply:

 You agree to *additional* acceptable use policies located at <u>http://nic.green/registrars/policies/acceptable-use-and-anti-abuse-policy/</u>.

.SRL Domains: In the case of a .SRL registration, the following *additional* conditions apply:

- Registrants of .SRL must:
 - Only companies that are registered as SRL qualify to be a Registrant of an .SRL domain name. Such registration must be granted by a governmentalbody, or an organization authorized by a governmental body to issue such registration. If at any time during the term of registration of a Registered Name a Registrant shall no longer meet the requirements of the Eligibility Policy, then, inaddition to any other rights of InterNetX existing under the Registry Registrar Agreement ("RRAâ€) between InterNetX and any applicable Registrar orotherwise, InterNetX reserves the right to deny or cancel the registration, renewal, or transfer of any Registered Name, or to place any RegisteredName on registry lock, hold, or similar status, with respect to any such Registered Name that InterNetX, upon reasonable belief formed after reason-able investigation, deems to be registered to a Registrant that is not in compliance with the Eligibility Policy.
- **.CLUB Domains**: In the case of a .CLUB registration, the following conditions apply:
 - You agree to the DotCLUB DOMAINS Registration and Anti-Abuse Policy, located at <u>http://nic.club/Terms/</u>
- **.UNO Domains**: In the case of a .UNO registration, the following conditions apply:

- You agree to the DotLatin LLC Registration and Anti-Abuse Policy, located at <u>http://nic.uno/policy/Acceptable-Use-and-Anti-Abuse-Policy.pdf</u>
- **.BUZZ Domains**: In the case of a .BUZZ registration, the following conditions apply:
 - You agree to the Dot Strategy Co., Registration and Anti-Abuse Policy, located at <u>http://get.buzz/about-us/terms-of-</u> service-tos/
- **.NYC Domains**: In the case of a .NYC registration, the following conditions apply:
 - You agree to the City of New York's Registration and Anti-Abuse Policy, located at <u>http://www.nic.nyc/policies/</u>
- **.JETZT Domains**: In the case of a .JETZT registration, the following conditions apply:
 - You agree to the New TLD Company's Registration and Anti-Abuse Policy, located at <u>http://www.newtldcompany.com/en/</u>
- **.MOE Domains**: In the case of a .MOE registration, the following conditions apply:
 - You agree to the Interlink Co. Registration and Anti-Abuse Policy, located at <u>http://nic.moe/en/legal/</u>
- **.BUILD Domains**: In the case of a .BUILD registration, the following conditions apply:
 - You agree to the Plan Bee LLC. Acceptable Use and Anti-Abuse Policy, located at <u>http://nic.build/#documents</u>
- **.LUXURY Domains**: In the case of a .LUXURY registration, the following conditions apply:
 - You agree to the Luxury Partners LLC. Acceptable Use and Anti-Abuse Policy, located at <u>http://nic.luxury/#documents</u>
- **.MENU Domains**: In the case of a .MENU registration, the following conditions apply:
 - You agree to the Wedding TLD2 LLC, Acceptable Use and Anti-Abuse Policy, located at <u>http://nic.menu/#documents</u>
- .WIKI, .INK, .DESIGN Domains: In the case of a .WIKI, .INK, .DESIGN registration, the following conditions apply:
 - You agree to the Top Level Design, LLC Acceptable Use and Anti-Abuse Policy, located at <u>http://tldesign.co/policy/</u>
- **.XYZ, .COLLEGE, .RENT Domains**: In the case of a .XYZ, .COLLEGE, .RENT registration, the following conditions apply:
 - You agree to the xyz.com LLC, Acceptable Use and Anti-Abuse Policy, located at <u>http://nic.xyz/xyzLaunchPolicies_v1.03.pdf</u>
- **.BAR, .REST Domains:** In the case of a .BAR, .REST registration, the following conditions apply:

- You agree to the Punto 2012 S.A.P.I. de CV, Acceptable Use and Anti-Abuse Policy, located at <u>http://www.register.bar/policies/</u>
- **.FANS Domains:** In the case of a .FANS registration, the following conditions apply:
 - You agree to the dotfans Terms and Conditions, located at <u>http://dotfans.com/about-us/terms/</u>
- **.LOVE Domains:** In the case of a .LOVE registration, the following conditions apply:
 - You agree to the getdotlove Terms and Conditions, located at <u>http://getdotlove.domains/wp-</u> content/uploads/2015/05/Policies-dotlove-201504234.pdf/
- **.HOST, .PRESS, .WEBSITE, .SPACE, .SITE, .TECH, .STORE Domains**: In the case of a .HOST, .PRESS, .WEBSITE, .SPACE, .SITE, .TECH, .STORE registration, the following conditions apply:
 - You agree to the Radix Acceptable Use and Anti-Abuse Policy, located at <u>http://radixregistry.com/policies/our-</u> <u>experience.php</u>
- BID, .TRADE, .WEBCAM, .PARTY, .SCIENCE, .CRICKET, .REVIEW,
 .FAITH, .DATE, .MEN, .ACCOUNTANT, .DOWNLOAD, .LOAN,
 .RACING, .WIN, .STREAM Domains: In the case of a .BID, .TRADE,
 .WEBCAM, .PARTY, .SCIENCE, .CRICKET, .REVIEW, .FAITH, .DATE,
 .MEN, .ACCOUNTANT, .DOWNLOAD, .LOAN, .RACING, .WIN,
 .STREAM registration, the following conditions apply:
 - You agree to the Famous Four Media Limited Use and Anti-Abuse Policy, located at:
 - .BID: <u>http://nic.bid/resources</u>
 - TRADE: <u>http://nic.trade/resources</u>
 - .WEBCAM: <u>http://nic.webcam/resources</u>
 - .PARTY: <u>http://nic.party/resources</u>
 - SCIENCE: <u>http://nic.science/resources</u>
 - CRICKET: <u>http://nic.cricket/resources</u>
 - .REVIEW: <u>http://nic.review/resources</u>
 - .FAITH: <u>http://nic.faith/resources</u>
 - DATE: <u>http://nic.date/resources</u>
 - .MEN: <u>http://nic.date/resources</u>
 - ACCOUNTANT: <u>http://nic.accountant/resources</u>
 - DOWNLOAD: <u>http://nic.download/resources</u>
 - LOAN: <u>http://nic.loan/resources</u>
 - .RACING: <u>http://nic.racing/resources</u>
 - .WIN: <u>http://nic.win/resources</u>
 - STREAM: <u>http://nic.stream/resources</u>

- **.SOY, .HOW Domains**: In the case of a .SOY, .HOW registration, the following conditions apply:
 - You agree to the Google Inc, Charleston Road Registry Inc Policies located at <u>http://www.googleregistry.co</u>, <u>http://www.google.com/reg</u> istry/policies/domainabuse/,

and https://www.google.com/registry/privacy.html

- **.CYMRU, .WALES Domains**: In the case of a .CYMRU, .WALES registration, the following conditions apply:
 - You agree to the Nominet UK Policies located at <u>http://ourhomeonline.wales/about-us/policy</u>
- **.PARIS Domains**: In the case of a .PARIS registration, the following conditions apply:
 - You agree to the City of Paris' Policies located at <u>http://bienvenue.paris/en/politique-de-registre-du-paris/</u>
- **.TIROL Domains**: In the case of a .TIROL registration, the following conditions apply:
 - You agree to the Tirol GmbH's Policies located at <u>http://www.nic.tirol/ueber-uns/policies/</u>
- **.PHYSIO Domains**: In the case of a .PHYSIO registration, the following conditions apply:
 - You agree to the ARI Registry Services Policies located at <u>http://nic.physio/#documents</u>
- **.ONE Domains**: In the case of a .ONE registration, the following conditions apply:
 - You agree to One Registry's Policies located at <u>http://nic.one/policies/</u>
- .ATTORNEY, .LAWYER, .DENTIST Domains: In the case of an .ATTORNEY, .LAWYER, .DENTIST registration, as a highly regulated TLD, the following conditions apply:
 - You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://rightside.co/registry/for-</u> registrars/#c290
 - You acknowledge that TLDs offered by Rightside Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Rightside TLDs.
 - You must comply with all applicable laws, including laws relating 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;

- You must acknowledge and agree that any collection and use of sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws.
- You must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in your main place of business.
- You must represent that you possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with this highly regulated TLD.
- You must report any material changes to the validity of your authorizations, charters licenses and/or other related credentials for participation in the sector associated with this highly regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct activities in the interests of the consumer served.
- You must email a copy of your valid, active authorization, charter, license, or other related credentials to <u>rightside@opensrs.com</u>, along with contact information for the licensing/governing body for your profession. Registrars may set up a forwarding email to receive these documents and must forward these emails to OpenSRS if they wish to use their own email domain/address.
- .ENGINEER, .MARKET, .MORTGAGE, .SOFTWARE, .VET, .GIVES,
 .DEGREE, .REHAB Domains: In the case of an .ENGINEER, .MARKET,
 .MORTGAGE, .SOFTWARE, .VET, .GIVES, .DEGREE, .REHAB
 registration, as a regulated TLD, the following conditions apply:
 - You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://rightside.co/registry/for-</u> registrars/#c290
 - You acknowledge that TLDs offered by Rightside Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Rightside TLDs.

- You must comply with all applicable laws, including laws relating 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;
- You must acknowledge and agree that any collection and use of sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws.
- .ARMY, .NAVY, .AIRFORCE: In the case of an .ARMY, .NAVY,
 .AIRFORCE registration, as a regulated TLD, the following conditions apply:
 - You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at <u>http://rightside.co/registry/for-registrars/#c290</u>
 - You acknowledge that TLDs offered by Rightside Inc. will have non-uniform renewal registration pricing, such that the fee for a domain name registration renewal may differ from other domain names in the same or other Rightside TLDs.
 - You must take steps to ensure against misrepresenting or falsely implying 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.
- **.HIV Domains**: In the case of a .HIV registration, the following conditions apply:
 - You agree to the TLD dotHIV Registry GmbH Policies located at <u>https://tld.hiv/en/c/policies</u>
- .DURBAN, .JOBURG, .CAPETOWN Domains: In the case of a .DURBAN, .JOBURG, .CAPETOWN registration, the following conditions apply:
 - You agree to the ZA Central Registry Policies located at <u>https://www.registry.net.za/content.php?gen=1&contentid</u> =143&title=Legal%20/%20Policies
- **.DESI Domains**: In the case of a .DESI registration, the following conditions apply:
 - You agree to the Dot Desi, LLC Policies located at <u>http://nic.desi/</u>
- **.HAMBURG Domains**: In the case of a .HAMBURG registration, the following conditions apply:

- You agree to the Hamburg Top-Level-Domain GmbH Policies located at <u>http://www.punkthamburg.de/richtlinien/</u>
- **.LONDON Domains**: In the case of a .LONDON registration, the following conditions apply:
 - You agree to the Dot London Domains Ltd Policies located at <u>http://www.dotlondondomains.london/registry-policies/</u>
- **.MELBOURNE, .SYDNEY Domains**: In the case of a .MELBOURNE, .SYDNEY registration, the following conditions apply:
 - You agree to the ARI Registry Services Policies located at <u>http://nic.melbourne/policies/, http://nic.sydney/policies/</u>
- **.SCOT Domains**: In the case of a .SCOT registration, the following conditions apply:
 - You agree to the Dot Scot Registry Policies located at <u>http://dotscot.net/policies/</u>
- **.QUEBEC Domains**: In the case of a .QUEBEC registration, the following conditions apply:
 - You agree to the PointQuebec Policies located at <u>http://registre.quebec/en/policy/</u>
- **.BZH Domains**: In the case of a .BZH registration, the following conditions apply:
 - You agree to the www.bzh Association Policies located at <u>http://www.pik.bzh/images/documents/bzh_Politique_enr</u> egistrement.pdf
- BRUSSELS, .VLAANDEREN Domains: In the case of a .BRUSSELS,
 .VLAANDEREN registration, the following conditions apply:
 - You agree to DNS Belgium Policies located at <u>http://dnsbelgium.be/en/domain-name/registeringdomain-names</u>
- **.ISTANBUL and .IST Domains**: In the case of a .ISTANBUL or .IST registration, the following conditions apply:
 - You agree to the Istanbul Metropolitan Municipality Media Inc. Policies located at <u>http://nic.ist/politikalar/mkk-politikalari</u>
- **.BARCELONA Domains**: In the case of a .BARCELONA registration, the following conditions apply:
 - You agree to the Foundation puntCAT policies located at <u>http://fundacio.cat/ca/avis-legal</u>
- **.CEO, .BEST Domains**: In the case of a .CEO, .BEST registration, the following conditions apply:
 - You agree to PeopleBrowsr's Policies located at <u>http://aboutus.best/overview.html</u>

- **.NGO, .ONG Domains**: In the case of a .NGO, .ONG registration, the following conditions apply:
 - You agree to Public Interest Registry's Policies located at <u>http://pir.org/policies/</u> and <u>http://globalngo.org/discover/e</u> <u>ligibility/</u>, and detailed below:
 - 0. Focused on acting in the public interest: Whether in support of education or health, the environment or human rights, members of the .ngo|.ong community work for the good of humankind and/or the preservation of the planet and do not promote discriminate or bigotry.
 - 1. **Non-profit making/Non-profit focused entities**: While many NGOs and ONGs engage in commercial activities or generate revenue in support of their missions, members of the .ngo|.ong community do not recognize profits or retain earnings.
 - 2. Limited government influence: Recognizing that many NGOs and ONGs have important interactions with government, not least for reasons of funding (which may include receipt of some government funding in support of their programs), members of the .ngo|.ong community decide their own policies, direct their own activities, and are independent of direct government or political control.
 - 3. Independent actors: Members of the .ngo|.ong community should not be political parties nor should be a part of any government. Participation in the work of a NGO or ONG is voluntary.
 - 4. Active organisations: Members of the .ngo|.ong community are actively pursuing their missions on a regular basis.
 - 5. **Structured**: Members of the .ngo|.ong community, whether large or small, operate in a structured manner (e.g. under bylaws, codes of conduct, organizational standards, or other government structures.)
 - 6. **Lawful**: Members of the .ngo|.ong community act with integrity within the bounds of law.
 - To activate the new domains, NGO organisations will also need to complete a postregistration validation process:
 - Registrant is required to submit information and documentation to PIR establishing that it meets the eligibility requirements of an NGO.

- Validation documentation may consist of one or more of the following:
 - . government lists
 - a. corporate documents (e.g., Articles of Incorporation)
 - tax records or other documents evidencing the entity's charitable status and work in the community it serves
- Registrant is required to certify that the information and documentation it submitted in the validation process remains true, complete, and accurate at least once every two years after initial validation.
- If Registrant does not successfully complete the validation process within one year from the date it registers the domain name bundle, the domain name bundle will be deleted and released back into the pool of available domains and any fees paid in connection with the registration of the domain name bundle will be forfeit.
- Registrant acknowledges and understands that, in the event it is selected for an audit, it will promptly comply with any inquiries and requests from the Registry to provide additional evidence of its NGO status.
 - If, as a result of the audit process, the Registry determines (in its sole discretion) that the Registrant does not meet the NGO eligibility requirements, the Registrant's domain name bundle will be deleted and released back into the pool of available domains and any fees paid in connection with the Registrant's domain name bundle will be forfeit.
- **.VOTE, .VOTO Domains**: In the case of a VOTE, .VOTO registration, the following conditions apply:
 - You agree to Monolith Registry LLC's Policies located at <u>http://vote.afilias.info/vote_registration_policy</u>
- **.SKI, .ARCHI, .BIO Domains**: In the case of a .SKI, .ARCHI, .BIO registration, the following conditions apply:
 - You agree to Starting Dot Ltd's Policies located at <u>http://www.startingdot.com/our-top-level-domains/</u>
 - In the case of .ARCHI, the following *additional* conditions apply:

- You must be professionally and academically qualified as an architect as defined by the UIA Accord, or
- Be an architecture-related organization listed on a dedicated list defined by the APAC in collaboration with the UIA and the UIA Member Sections, and available on the Registry website.
- You agree to the additional .ARCHI conditions at <u>http://www.startingdot.com/our-top-leveldomains/archi-policies/</u>
- In the case of .BIO, the following *additional* conditions apply:
 - Registration is limited to those who are producers, transformers and retailers, or otherwise involved in the field of agriculture, food and farming.
 - You agree to the additional .BIO conditions at <u>http://www.startingdot.com/bio/policies/</u>
- In the case of .SKI, the following *additional* conditions apply:
 - You agree to the additional .SKI conditions at <u>http://www.dot-ski.com/discover-ski/policy/</u>
- **.IRISH Domains**: In the case of a .IRISH registration, the following conditions apply:
 - You agree to the Dot Irish LLC policies located at <u>http://nic.irish/about/#policies</u>
- **.AMSTERDAM Domains**: In the case of a .AMSTERDAM registration, the following conditions apply:
 - You agree to the dotAMSTERDAM BV Policies located at <u>http://http://www.nic.amsterdam/</u>
- **.SUCKS Domains**: In the case of a .SUCKS registration, the following conditions apply:
 - You agree to the Vox Populi Registry Inc. Policies located at <u>http://http://https://www.registry.sucks/abuse</u>
- **.COURSES Domains**: In the case of a .COURSES registration, the following conditions apply:
 - You agree to the ARI Policies located at http://www.nic.courses/#documents
- **.STUDY Domains**: In the case of a .STUDY registration, the following conditions apply:
 - You agree to the ARI Policies located at <u>http://http://www.nic.study/#documents</u>
- **.FILM Domains**: In the case of a .FILM registration, the following conditions apply:
 - You agree to the ARI Policies located at <u>http://go.film/eligibility/</u> and <u>http://go.film/policies/</u>

- **.EARTH Domains**: In the case of a .EARTH registration, the following conditions apply:
 - You agree to the Interlink Co., Ltd. Policies located at <u>http://http://domain.earth/legal/</u>
- **.CLOUD Domains**: In the case of a .CLOUD registration, the following conditions apply:
 - You agree to the Aruba PEC S.p.A. a Socio Unico Policies located at <u>https://nic.cloud/policies.aspx</u>
- **.TOP Domains**: In the case of a .TOP registration, the following conditions apply:
 - You agree to the .TOP domain name registry Policies located at <u>http://www.nic.top/cn/policy.asp</u>
- **.FEEDBACK Domains**: In the case of a .FEEDBACK registration, the following conditions apply:
 - You agree to the Top Level Spectrum, LLC. Policies located at <u>http://www.nic.feedback/registration-agreement/</u>
- **.TUBE Domains**: In the case of a .TUBE registration, the following conditions apply:
 - You agree to the Latin American Telecom LLC. Policies located at <u>https://www.get.tube/terms</u>
- **.SHOP Domains**: In the case of a .SHOP registration, the following conditions apply:
 - You agree to the GMO Registry, Inc. Policies located at <u>http://nic.shop/policies/abuse_policy.pdf</u>
- **.STORAGE Domains**: In the case of a .STORAGE registration, the following conditions apply:
 - You agree to the Self Storage Company, LLC Policies located at <u>http://www.domains.storage/registry-policies/</u>
- **.BLOG Domains**: In the case of a .BLOG registration, the following conditions apply:
 - You agree to the Knock Knock Whois There Policies located at <u>https://nic.blog/registry-policies-privacy//</u>

35. SUPPORT FOR DNSSEC

- We allow you to add DNSSEC on your domain upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on your behalf to Registries operating under contract with ICANN that support DNSSEC.
- The following fees apply to DNSSEC relay services:
 - Add DNSSEC key material: \$500 per transaction.
 - Change DNSSEC key material: \$500 per transaction.
 - Remove DNSSEC key material: \$0 per transaction.

• The following fees apply incase manual support from our staff is necessary to relay DNSSEC key material.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.



