

## REGISTRATION AND SERVICES AGREEMENT

This Registration and Services Agreement (together with any Exhibits and Appendices hereto the “**Agreement**”) is made and entered into by and between you or the entity on behalf of which you are acting, as applicable (referred to herein, interchangeably, as “**You**,” “**Registrant**,” or “**Customer**”), and (i) PSI-USA, Inc., a Nevada corporation or (ii), in the event that You are directly transacting with a Reseller (as defined herein), solely such Reseller (PSI-USA, Inc. or such Reseller, as applicable, are referred to herein as “**Provider**”). BY SIGNING THIS AGREEMENT OR BY CLICKING THE “I ACCEPT” BUTTON LOCATED AT THE BOTTOM OF THIS PAGE OR SUBMITTING A REQUEST TO REGISTER, RENEW, OR TRANSFER A DOMAIN NAME, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE CLICK THE “I DO NOT ACCEPT” BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOUR REQUEST FOR REGISTRATION AND RELATED SERVICES WILL NOT BE PROCESSED AND PROVIDER SHALL HAVE NO OBLIGATION OR LIABILITY TO YOU WHATSOEVER.

### 1. Definitions

All capitalized terms shall have the meaning ascribed to them in this Section 1 or elsewhere in this Agreement.

1.1. “**Agreement**” is defined in the Preamble.

1.2. “**Beneficiary**” is defined in Section 4.4.

1.3. “**Board**” is defined in Section 1.45.

1.4. “**Change of Registrant**” is defined in Section 4.2.

1.5. “**Consensus Policy**” has the meaning set forth in the Consensus Policies and Temporary Policies Specification (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#consensus-temporary>.

1.6. “**Customer Data**” is defined in Section 5.1.

1.7. “**Customer**” is defined in the Preamble.

1.8. “**Data Retention Specification**” means ICANN’s Data Retention Specification (or any amended or replacement Policy), the current version of which is currently available

at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#data-retention>.

1.9. “**Designated Agent**” means an individual or entity that You explicitly authorize to approve a Change of Registrant on Your behalf or that a New Registrant explicitly authorizes to approve a Change of Registrant on its behalf, as applicable.

1.10. “**Dispute Resolution Policies**” means, collectively, UDRP, URS, STOP, RDRP, SDRP, ERDRP, USDRP, NDRP, RTDRP (all as defined in Sections 6.1 and 6.3, respectively) and other dispute resolution policies referenced in this Agreement or adopted by the applicable Registry Operator from time to time, as applicable.

1.11. “**DNS**” means the Internet domain name system.

1.12. “**Domain Name**” means a domain name within the domain of a Registrar TLD, whether consisting of two or more (e.g., john.smith.name) levels.

1.13. “**EDRP**” is defined in Section 6.3.

1.14. “**Eligibility Requirements**” is defined in Section 8.3.

1.15. “**ICANN**” means the Internet Corporation for Assigned Names and Numbers.

1.16. “**Illegal Activity**” means conduct involving use of a Registered Domain Name sponsored by the applicable Registry Operator that is prohibited by applicable law and/or exploitation of the applicable Registry Operator’s domain name resolution or registration services in furtherance of conduct involving the use of a Registered Domain Name sponsored by the applicable Registry Operator that is prohibited by applicable law.

1.17. “**IP**” means Internet Protocol.

1.18. “**Indemnitee**” is defined in Section 12.

1.19. “**New Registrant**” means the entity or person to whom You propose to transfer Your Domain Name registration.

1.20. “**NDRP**” is defined in Section 6.3.

1.21. “**NIC**” means ICANN and any other entity or authority responsible for the administration of one or more TLDs.

1.22. “**Other TLDs**” means TLDs that are the subject of an Exhibit to this Agreement relating to such TLD.

1.23. “**Personal Data**” means data about any identified or identifiable natural person.

1.24. “**Policies**” means any rules, standards, specifications, procedures, requirements, practices and other policies of any NIC, any other competent entity or authority, or any

Registry Operator relating to the subject matter of this Agreement, including, without limitation, any ICANN Consensus Policies and Temporary Policies and any other rules, standards, specifications, procedures, requirements, practices and other policies promulgated by ICANN or any Registry Operator, as may be amended from time to time.

1.25. “**Prior Registrant**” means the holder of a Registered Domain Name at the time a Change of Registrant is initiated. You are the Prior Registrant for any Registered Domain Name while held by you pursuant to this Agreement.

1.26. “**Process**” is defined in Section 5.3.

1.27. “**Provider**” is defined in the Preamble.

1.28. “**RDRP**” is defined in Section 6.3.

1.29. “**Registered Domain Name**” means a Requested Domain Name (i) the registration of which has been accepted by the applicable Registry Operator, (ii) about which the applicable Registry Operator (or an affiliate or subcontractor thereof engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance, and (iii) that is the subject of Services under this Agreement. A “Registered Domain Name” also includes a Domain Name, sponsorship of which is transferred to Registrar pursuant to Section 4.1.

1.30. “**Registrar**” means PSI-USA, Inc., doing business as Domain Robot, a Nevada corporation.

1.31. “**Registrar TLD**” means the .com, .org, .net, .biz, .info, .name, .us, and .pro. TLDs and such other TLDs for which Registrar may, from time to time, be accredited by any NIC or any other competent entity or authority to act as registrar, to the extent Provider offers Services with respect thereto under this Agreement, including any Other TLDs.

1.32. “**Registration Period**” is defined in Section 2.4.

1.33. “**Registry Database**” means a database maintained by a Registry Operator that contains data about one or more DNS domain names, including, without limitation, Registered Domain Names, that is used to generate DNS resource records, responses to domain-name availability lookup requests or Whois queries or for any other purposes permitted under any applicable Policies.

1.34. “**Registry Agreement**” is defined in Section 1.35.

1.35. “**Registry Operator**” means any person or entity (including its contractors, delegates, successors and assignees) responsible, in accordance with (i) an agreement between ICANN (or its successor or assignee) and such person or entity or, (ii) if that agreement is terminated or expires, an agreement between the US Government or its contractors or designees and such person or entity, or (iii) an agreement with any NIC or

any other competent entity or authority (including, without limitation, the US Government and the US Department of Commerce or any foreign government or authority) for providing Registry Services with respect to one or more specific TLDs. Each of the agreements referred to in the foregoing is a “**Registry Agreement**”.

1.36. “**Registry Services**” means any and all services provided by a Registry Operator with respect to a Domain Name, including services provided under or in connection with an applicable Registry Agreement.

1.37. “**Renewal Period**” is defined in Section 2.4.

1.38. “**Request**” is defined in Section 2.1.

1.39. “**Requested Domain Name**” means one or more Domain Names with respect to which You have requested, directly or through a Reseller, as applicable, (i) Registrar to register or renew such Domain Names with the applicable Registry Operator, or (ii) sponsorship of such Domain Names to be transferred to Registrar.

1.40. “**Reseller**” means a person or entity that participates in Registrar’s distribution channel for Domain Name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar’s actual knowledge, provides some or all of the Services as set forth in Section 2.1.

1.41. “**RTDRP**” is defined in Section 6.3.

1.42. “**SDRP**” is defined in Section 6.3.

1.43. “**Service Records**” is defined in Section 5.2.

1.44. “**Services**” is defined in Section 2.1.

1.45. “**Temporary Policies**” means all specifications or policies established by the ICANN Board of Directors (the “**Board**”) on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Services, Registry Services or the DNS or the Internet.

1.46. “**TLD**” is a top-level domain of the DNS.

1.47. “**Transfer**” is defined in Section 4.1.

1.48. “**Transfer Policy**” is defined in Section 4.1.

1.49. “**UDRP**” is defined in Section 6.1.

1.50. “**URS**” is defined in Section 6.1.

1.51. “**USDRP**” is defined in Section 6.3.

1.52. “**Whois Specification**” means ICANN’s Registration Data Directory Service (Whois) Specification (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#whois>.

1.53. “**You**” is defined in the Preamble.

## 2. **Registration Services**

2.1. **Registration.** Subject to Your compliance with all the terms and conditions of this Agreement, including, without limitation, payment of all applicable fees, and subject to Provider’s and, if different, Registrar’s acceptance of Your request to register, for the Registration Period, or renew, for the Renewal Period, the Requested Domain Name with the applicable Registry Operator (the “**Request**”), Provider shall (itself or through its contractors or delegates) process such Request in the ordinary course of its business by (i) collecting Customer Data from You, and (ii) submitting (through Registrar, if applicable) such Customer Data to the applicable Registry Operator for purposes of entry in the Registry Database and such other purposes as determined by such Registry Operator in connection with its Registry Services (such processing by Provider, together with other activities of Provider relating to registration, cancellation, modification, renewal, deletion, transfer, and support of or for Registered Domain Names, being the “**Services**”). Upon acceptance of Your Request and placing the record associated with that Request into the Registry Operator, Registrar (or its applicable contractor or delegate) is acting as Your sponsor for such Request. Provider (and, if different, Registrar, and their respective contractors and delegates) will not be responsible for the actual registration or renewal of the Requested Domain Name. Any registration or renewal of a Requested Domain Name, and all of Provider’s Services hereunder, shall be subject to all applicable Policies (including any restrictions or other limitations set forth therein). No registration of a Requested Domain Name shall be effective until the applicable Registry Operator has accepted Your request to register, and has registered, such Requested Domain Name and You have received confirmation from Provider of such acceptance and registration. In no event shall any Registered Domain Name be activated and available for Customer’s use until Registrar has received full payment of all applicable fees from You or from Reseller, as applicable, or until Registrar is otherwise satisfied that it has received a reasonable assurance of payment. Provider and, if different, Registrar, reserves the right to reject Your Request in its reasonable discretion, including, without limitation, in the event of (a) the registration of the Requested Domain Name being prohibited by applicable laws or regulations or any applicable Policies, (b) Your providing false, inaccurate, unreliable or incomplete information, (c) Provider’s or, if different, Registrar’s, or the applicable Registry Operator’s determination that You fail to satisfy any eligibility requirements that may be applicable with respect to the Requested Domain Name, (d) Provider’s determination that You have failed to provide reasonable assurance of payment of any applicable fees, or Registrar’s determination that the applicable Reseller failed to provide reasonable assurance of payment of any applicable fees, (e)

Provider's or, if different, Registrar's determination that the Request has not been made in good faith or to pursue any Illegal Activity, (f) any rejection or anticipated rejection by the applicable Registry Operator to register the Requested Domain Name, or (g) Provider's or, if different, Registrar's determination that You have failed or are likely to fail to comply with any other terms or conditions of this Agreement or any Policies.

**2.2. Availability.** You agree and acknowledge that Provider (including, if different, Registrar, and their contractors and delegates) makes no representation to the effect, and does not otherwise guarantee or promise, that the Requested Domain Name is available or that Your Request will be accepted by the applicable Registry Operator, or that the Requested Domain Name will be registered, even where an initial search indicates that the Requested Domain Name is available.

**2.3. No Liability for Registry Operator.** Customer agrees and acknowledges that the Registry Database is maintained, and any related Registry Services are provided, by the applicable Registry Operator in its sole discretion and not by Provider, or, if different, Registrar, or their contractors or delegates. Provider and/or, if different, Registrar (including their contractors and delegates) are not responsible for, and shall have no obligations or liability whatsoever arising from or relating to, (i) the maintenance of the Registry Database or the provision of any Registry Services or any failure with respect thereto or any other acts or omissions of any Registry Operator or other third party, including without limitation any failure to register any Domain Name, or any suspension, cancellation, transfer or non-renewal of any registered Domain Name, or (ii) any errors or omissions in the Registry Database, any Whois database or any other third party information. Customer also agrees and acknowledges that the registration of a Requested Domain Name may be rejected, and that any Registered Domain Name and any Registry Services may be subject to suspension, cancellation, transfer or non-renewal pursuant to any applicable Policies.

**2.4. Term of Registration and Renewal.** Registrations of Registered Domain Names pursuant to a Request processed by Provider are for an initial period of twelve (12) months or such other period as may be expressly agreed to by Provider and, if different, Registrar (the "**Registration Period**"). Subject to Provider's then-current fees and other terms and conditions, You may request (as set forth in Section 2.1 and in accordance with all terms and conditions of this Agreement) a renewal of the registration for subsequent twelve (12) month periods or such other period as may be expressly agreed to by Provider and Registrar (each a "**Renewal Period**"). Provider will notify You regarding the expiration of the Registration Period or any Renewal Period in accordance with the Expired Registration Recovery Policy (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/errp-2013-02-28-en>. You are solely responsible for ensuring that any Services or any registration of any Registered Domain Name are renewed. Provider (including, if different, Registrar, and their contractors and delegates) shall have no liability to You or any third party in connection with any such renewal or any failure thereof or errors relating thereto. Provider may choose to offer automatic renewal services pursuant to Provider's terms and conditions applicable thereto.

**2.5. Expired Domain Deletion Policy.** In the event of a failure to renew a Registered Domain Name upon expiration of the Registration Period, the Expired Domain Deletion Policy (or any amended or replacement Policy), the current version of which is attached hereto as Exhibit B, shall apply. Notwithstanding the foregoing, in the event of a failure to renew a Registered Domain Name in any Other TLD upon expiration of the Registration Period, the relevant provisions set forth in the applicable Exhibit shall apply.

**2.6. Additional Services and Terms.** With respect to Defensive Registrations, and SLD E-Mail Registrations (all as defined in Exhibit A hereto) the additional terms and conditions set forth in Exhibit A hereto apply. With respect to Other TLDs the additional terms and conditions set forth in the applicable Exhibit relating to such Other TLD apply. Such terms and conditions shall be in addition to the other terms and conditions of this Agreement and shall take precedence in the event of any conflict or inconsistency with the other terms and conditions of this Agreement. Subject to the foregoing, Defensive Registrations, SLD E-Mail Registrations and “Name Watch Registrations” (as described in Provider’s and the applicable Registry Operators applicable service descriptions) shall be deemed Requested Domain Names or Registered Domain Names, as applicable, for purposes of this Agreement.

**2.7. Resellers.** If You are purchasing Services from any of Registrar’s direct or indirect Resellers, this Agreement is solely between You and such Reseller (subject to Registrar’s rights set forth herein and pursuant to Section 17.9 hereof), and You shall have no rights against Registrar, and Registrar shall have no obligations or other liabilities to You whatsoever, under this Agreement, provided that nothing herein shall affect Registrar’s obligations under its agreement with ICANN or any other applicable NIC. You agree and acknowledge that, (i) Reseller may not be an ICANN-accredited registrar, (ii) Registrar is the sponsoring registrar of the Registered Domain Name, and (iii) any of Your rights and benefits pursuant to this Agreement or otherwise with respect to the Registered Domain Name may be contingent on the Reseller complying with its obligations under applicable agreements with Registrar (or Registrar’s other direct or indirect Reseller’s) and with all applicable laws, regulations, and Policies.

**2.8. Compliance with Laws and Policies.** Without limiting any other obligation under this Agreement, You shall refrain, at all times, from any and all Illegal Activity, comply, at all times, with all applicable laws, regulations, and Policies (including, in each case, those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures), and all applicable Policies are incorporated into this Agreement by this reference. You are also prohibited from engaging in any of the following activities in connection with any Request, the use of any Domain Name, or otherwise in connection with the Services or any Registry Services: distribution of malware, operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, or counterfeiting.

### **3. Customer and Administrative Contact; Registrant Rights and Responsibilities.**

3.1. You hereby appoint the person or entity named as the administrative contact for the Requested Domain Name as Your agent with full authority to act and receive notices and other communications on Your behalf relating to the Requested Domain Name, the Registered Domain Name or otherwise to the Services or this Agreement. Such authority shall include, without limitation, the authority to cancel or transfer the Registered Domain Name, to terminate or modify any Services, to purchase additional Services, to submit, change and agree to any disclosure, processing, and other use of Customer Data, and to receive any notices or other communications.

3.2. ICANN may from time to time publish websites identifying available registrant rights and responsibilities. A link to such websites will be available on Provider's registration and/or renewal websites. The "Registrant Educational Materials" are currently available at <https://www.icann.org/resources/pages/educational-2012-02-25-en> and the "Registrants' Benefits and Responsibilities" are currently available at <https://www.icann.org/resources/pages/benefits-2013-09-16-en>.

#### 4. **Transfer of Sponsorship; License; Proxy**

##### 4.1. **Inter-Registrar Transfer.**

4.1.1. You may not change the registrar acting as the sponsor for any Registered Domain Name during the sixty (60) day period following the initial registration of such Registered Domain Name. Following the period described in the foregoing, You may request a change of the registrar acting as the sponsor for a Registered Domain Name in accordance with the then-current policies of Registrar and the applicable Registry Operator and any other applicable Policies (a "**Transfer**"). In no event shall any fees due hereunder be refundable, in whole or in part, in the event of any Transfer. You must maintain records to prove the date of Your Request and the initial registration of the Registered Domain Name. Without limiting the generality of the foregoing, You understand and agree that all Transfers are subject to the Transfer Policy (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> ("**Transfer Policy**"). Registrar reserves the right to refuse a Transfer absent proof of proper authorization or as otherwise permitted by the Transfer Policy or other Policies. The Transfer Policy permits refusal of a Transfer in the following instances: (a) evidence of fraud; (b) reasonable dispute over the identity of the Registered Name Holder (as defined in the Transfer Policy) or Administrative Contact (as defined in the Transfer Policy); (c) no payment for previous registration period (including credit card charge-backs) if the Registered Domain Name is past its expiration date or for previous or current registration periods if the Registered Domain Name has not yet expired, in which cases the Registered Domain Name will be put into "Registrar Hold" status by Registrar prior to the denial of Transfer; (d) express objection to the Transfer by the authorized Transfer Contact (as defined in the Transfer Policy), which objection could take the form of specific request (either by paper or electronic means) by the authorized Transfer Contact (as defined in the Transfer Policy) to deny a particular Transfer request, or a general objection to all transfer requests received by Registrar, either temporarily or indefinitely,



in all cases with the express and informed consent of the authorized Transfer Contact (as defined in the Transfer Policy) on an opt-in basis; upon request by the authorized Transfer Contact (as defined in the Transfer Policy), Registrar will remove the lock or provide a reasonably accessible method for the authorized Transfer Contact (as defined in the Transfer Policy) to remove the lock within five (5) calendar days; (e) the Transfer was requested within sixty (60) days of the creation date as shown in the registry Whois record for the Registered Domain Name; (f) the Registered Domain Name is within sixty (60) days (or a lesser period to be determined) after being transferred (apart from being transferred back to the original registrar in cases where both registrars so agree and/or where a decision in the dispute resolution process so directs), all in accordance with the procedures of the Transfer Policy. The Transfer Policy requires refusal of a Transfer in the following instances: (i) a pending UDRP proceeding that the Registrar has been informed of (see also Section 6.2 of the Agreement); (ii) a court order of competent jurisdiction; (iii) a pending dispute related to a previous transfer pursuant to the Transfer Dispute Resolution Policy; (iv) a pending URS proceeding or a URS suspension that the Registrar has been informed of; and (v) the Registrar imposed a 60-day inter-registrar transfer lock following a Change of Registrant, and the Registered Name Holder did not opt out of the 60-day inter-registrar transfer lock prior to the Change of Registrant request.

4.1.2. Registrar may set the Registered Domain Name in “ClientTransferProhibited” status upon registration or upon Your subsequent request. Registrar will remove the “ClientTransferProhibited” status within five (5) calendar days of Your initial request if Registrar does not provide facilities for You to remove the “ClientTransferProhibited” status. Within the same period of time Registrar will provide You with the unique “AuthInfo” code if Registrar does not provide facilities for You to generate and manage Your own unique “AuthInfo” code. Registrar prohibits the Transfer of a Registered Domain Name only as set forth in Section 4.1.1 above.

4.1.3. You understand and agree that You may be required to (i) provide a transfer authorization form and additional information and evidence and (ii) to confirm the requested Transfer, including, for example, by responding to an e-mail sent by Registrar or another registrar.

4.2. **Change of Registrant.** The Transfer Policy’s change of registrant provisions apply to any Material Change to the Prior Registrant’s name, organization, or email address, or the administrative contact email address if there is no Prior Registrant email address (collectively, a “**Change of Registrant**”). A “**Material Change**” means a change which is not a typographical correction, including a change to the Prior Registrant’s name or organization that does not appear to be a merely typographical correction, a change to the Prior Registrant’s name or organization together with a change of address or phone number, any change to the Prior Registrant’s email address. In the event of any proposed Change of Registrant, Registrar will confirm that the Domain Name is eligible for a Change of Registrant and will confirm the Change of Registrant request with the Prior Registrant and the New Registrant and/or each of the respective Designated Agents to ensure all involved parties’ explicitly consented to the Change of

Registrant request. The foregoing Change of Registrant process does not apply if: (a) the registration agreement expires or is terminated by Registrar; (b) Registrar or the Registry Operator updates the information of the Prior Registrant pursuant to a court order; or (c) Registrar updates the Prior Registrant's information in the implementation of a UDRP decision, in accordance with the Expired Domain Deletion Policy, or in response to an abuse complaint. The Transfer Policy requires Registrar to deny a Change of Registrant request in the following instances: (x) the registration agreement has expired, and the Registered Domain Name holder no longer has the right to renew or transfer the Domain Name to another registrar as provided for in Section 2.2.5 of the Expired Registration Recovery Policy; (y) the Change of Registrant was not properly authorized by the Prior Registrant and the New Registrant as set forth in this Section 4.2 and the Transfer Policy; or (z) the Registered Domain Name is subject to a Domain Name related dispute, including a UDRP proceeding that Registrar has been informed of, a URS proceeding that Registrar has been informed of, a TDRP proceeding, or a court order by a court of competent jurisdiction prohibiting a Change of Registrant that Registrar has been informed of. Subject to the foregoing and the Transfer Policy, Registrar will process permitted Change of Registrant requests within one (1) day of obtaining all required confirmations and notify the Prior Registrant and the New Registrant within one (1) day of the completion of the Change of Registrant as required by the Transfer Policy. Registrar will impose a sixty- (60) day inter-registrar transfer lock after the Change of Registrant is completed and may impose additional restrictions on removal of the lock, provided, however, that Registrar may provide the option to opt out of the post-transfer lock prior to any Change of Registrant Request. If the final goal is to transfer the Registered Domain Name to a different registrar, You are advised to request the inter-registrar transfer before the Change of Registrant request to avoid triggering the 60-day lock.

4.3. **License.** In the event that You license the use of a Registered Domain Name to a third party You shall remain the registered holder of such Domain Name and You shall remain responsible for performing any and all obligations under this Agreement, including, without limitation providing and updating all Customer Data (including, without limitation, accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Domain Name) and paying all applicable fees, and You shall be liable for any acts or omissions of such third party as if such acts or omissions were Your own. You shall be liable for any harm caused by any use of the Registered Domain Name and You shall promptly (and in no event later than seven (7) days following the receipt of reasonable evidence of actionable harm) disclose the current contact information and the identity of the licensee to a party providing You with reasonable evidence of actionable harm.

4.4. **Proxy Registration.** If You are requesting or registering the Requested Domain Name or Registered Domain Name for a third party customer, user, or licensee ("**Beneficiary**") pursuant to a privacy service or on a "proxy" or similar basis, You (a) must submit to Provider the name and postal address, e-mail address, and voice telephone number provided by the Beneficiary (which information shall be deemed to be Customer Data for purposes hereof), (b) agree that Provider and, if different, Registrar may retain such information in its database(s) and Process such information as permitted herein, and

(c) agree that Reseller may, and may be required to, submit such information to Registrar and/or hold such information in escrow, to be released to Registrar, among other events, in the event of a breach by Reseller of its agreement with Registrar (or Registrar's other direct or indirect resellers). Nothing herein shall be deemed to constitute an obligation to hold any such information in escrow. You agree to comply with, and do everything required to enable Provider to comply with the Specification on Privacy and Proxy Registrations (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#privacy-proxy>.

## 5. Customer Data and Service Records

**5.1. Submission of Customer Data.** Customer shall promptly (concurrently with the Request) submit to Provider true, accurate, reliable, complete and current Customer Data and maintain, promptly (and in no event later than seven (7) days following any change to such Customer Data) update and keep current such Customer Data at all times during the term of this Agreement. “**Customer Data**” shall include, without limitation, the following data and information: (i) the name of the Requested Domain Name, (ii) the names and IP addresses of the primary, secondary, and any other name servers for the Registered Domain Name, (iii) Your full name, postal address, voice telephone number, fax number (where available) and email address, (iv) the full name, postal address, voice telephone number, fax number (where available) and email address of the person or entity on behalf of which You are acting, if any, (v) the full name, postal address, voice telephone number, fax number (where available) and email address of each of the technical contact, the administrative contact, and the billing contact for the Registered Domain Name, (vi) the time and date of Your Request and any applicable requested Registration Period, (vii) any other data and information, including Personal Data, that is maintained or required to be maintained in a Registry Database, that is used or required in connection with any Registry Services or by any NIC or Registry Operator, or that is used or required in connection with the Services (including data required to comply with applicable Data Retention Specifications or other Policies), and (viii) any corrections, updates and other changes of or to any of the foregoing. “**Customer Data**” further includes any and all Nexus Information. Without limiting the generality of the foregoing, Customer shall, upon request by Provider and/or, if different, Registrar at any time, verify that all Customer Data is true, accurate, reliable, complete and current and promptly (and in no event later than seven (7) days from such request) rectify or update such Customer Data, as necessary.

**5.2. Other Records.** You agree and acknowledge that, in addition to Customer Data, Provider (including, if different, Registrar, and their contractors and delegates) maintains records relating to any Domain Name requested, registered or renewed through Provider, any Services provided by Provider and any other activities and communications relating to any of the foregoing or to this Agreement (“**Service Records**”). Service Records may include, without limitation, records, data and other information regarding (i) the date, time and contents of any Request, (ii) the date and time of any registration or renewal of a Registered Domain Name and the date and time of any expiration of such Registered

Domain Name, (iii) Your account, including dates, times and amounts of all payments and refunds and information regarding the means of payment (such as credit card data), and (iv) any oral, electronic or tangible communications or other information relating to a Request, a Requested Domain Name, a Registered Domain Name, any Services, any Customer Data or Your account or otherwise to this Agreement or any transactions in connection herewith.

**5.3. Use and Disclosure of Customer Data and Service Records.** You agree, consent and acknowledge that Provider and, if different, Registrar and their contractors and delegates may, and shall have the right to, disclose to third parties (including, with respect to Resellers, to Registrar) and use, copy, distribute, publish, modify and otherwise process (collectively “**Process**”) Customer Data and Service Records as reasonably deemed necessary or useful by Provider and, if different, Registrar or their contractors or delegates in connection with the Services or this Agreement and any other purposes not inconsistent with this Agreement, except to the extent expressly prohibited by applicable laws notwithstanding a consent to the contrary. Without limiting the generality of the foregoing, You further agree, consent and acknowledge that Provider and, if different, Registrar and their contractors and delegates may, and shall have the right to, (i) disclose Customer Data and Service Records to Registry Operators, to the appropriate NIC, and to other competent entities and authorities, and permit further disclosure and Processing thereof by any of the foregoing (including their designees, assignees and agents) in a manner consistent with this Agreement, (ii) provide interactive, query based public access or otherwise make publicly available (including, without limitation, through Registrar’s or any other party’s Whois service or any similar service, including any centralized Whois database) Customer Data and Service Records, and permit further disclosure and Processing thereof in a manner consistent with this Agreement (including as required to meet applicable Whois Specifications or other Policies) and otherwise for any lawful purpose, (iii) disclose directly to certain third parties Customer Data and Service Records, and permit further disclosure and Processing thereof, for targeted marketing, information and other purposes in a manner consistent with this Agreement, including, without limitation, to provide notices and information affecting Your account or Provider’s Services, as well as to provide general information that may be of interest to You, including newsletters, surveys, contest and sweepstake announcements, and information about Provider’s or Provider’s business partners’ (including Registrar’s) service or product offerings, (iv) disclose and Process Customer Data and Service Records for purposes of monitoring and improving Provider’s and, if different, Registrar’s operations, (v) disclose Customer Data and Service Records to, and permit further disclosure and Processing thereof by, third parties which have entered into a bulk access agreement with Provider and/or, if different, Registrar pursuant to their then-current bulk access policies (considered with Registrar’s obligations under any applicable agreement with ICANN or any other NIC), (vi) disclose Customer Data and Service Records to, and permit further disclosure and Processing thereof by, Provider’s and, if different, Registrar’s contractors, delegates, successors and assignees in a manner consistent with this Agreement. You further agree and acknowledge that Provider and, if different, Registrar and their contractors and delegates may retain Customer Data and Service Records after any termination or expiration of this Agreement or any Services

provided hereunder in a manner consistent with this Agreement. Provider agrees that it will not disclose or Process any Customer Data submitted by You in a manner incompatible with the purposes and limitations set forth herein. Provider further agrees that it will take reasonable precautions to protect any Customer Data submitted by You from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

5.4. **License.** You hereby grant and agree to grant to Provider and, if different, Registrar a worldwide, nonexclusive, irrevocable, royalty-free, transferable (in the ordinary course of Provider's and Registrar's business and as set forth in Section 17.1), sublicensable (in the ordinary course of Provider's and Registrar's business) right and license to disclose, use and Process Customer Data and Service Records for all purposes set forth in Section 5.3 hereof.

5.5. **Inaccuracies.** You agree and acknowledge that You are solely responsible for any failure to submit true, accurate, reliable, complete and current Customer Data and to maintain, promptly update and keep current such Customer Data throughout the term of this Agreement and any consequences resulting therefrom. Notwithstanding the foregoing, You agree that Provider and, if different, Registrar may rely on any and all Customer Data submitted by You for all purposes relating to this Agreement. With Your registration confirmation, Provider will provide You with information on how to access and, if necessary, rectify Your Customer Data. Without limiting the generality of the foregoing or any of Your obligations under this Agreement, You agree and acknowledge that Provider and its contractors and delegates (including Registrar, any NIC, any competent entities or authorities, and any applicable Registry Operators) have the right to (i) verify by any means deemed appropriate by Provider and/or, if different, Registrar, at the time of registration or at any time thereafter, any Customer Data submitted by You, (ii) upon detection that any Customer Data is not true, accurate, reliable, complete or current, take any steps deemed appropriate by Provider and/or, if different, Registrar and their contractors and delegates to investigate and correct such failure, and (iii) rely upon any such corrected Customer Data for all purposes relating to this Agreement. Provider may make all Customer Data and Service Records available for inspection and copying by ICANN or any other NIC, or provide copies thereof to ICANN or any other NIC upon request (during and after the Registration Period). You further agree and acknowledge that, in the event of a restoration of a Domain Name that has been deleted on the basis of submission of false, inaccurate, incomplete, or non-current Customer Data or other contact data required to be provided or non-response to Provider and/or, if different, Registrar inquiries, Provider and/or, if different, Registrar may place such Domain Names on hold status until You provide and/or update such Customer Data or such other contact data in accordance herewith or respond truthfully and completely to such inquires.

5.6. **Remedies.** You agree and acknowledge that Your willful or grossly negligent provision of false, inaccurate, unreliable or incomplete information, Your willful or grossly negligent failure to update information provided or required to be provided by You within seven (7) days of any change, or Your failure to respond within fifteen (15) days to inquiries by Provider and/or, if different, Registrar concerning any Customer Data

shall constitute a material breach of this Agreement and be a basis for suspension and/or cancellation of the Registered Domain Name and termination of this Agreement. Nothing herein shall in any way limit any other remedies Provider and/or, if different, Registrar might have under this Agreement or under applicable law.

## 6. Dispute Resolution

6.1. **UDRP and URS.** You acknowledge that You have read and understood, and You agree to be bound by all the terms and conditions of, ICANN's (a) Uniform Domain Name Dispute Resolution Policy (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/policy-2012-02-25-en> (“**UDRP**”), (b) Rules for Uniform Domain Name Dispute Resolution Policy, the current version of which is currently available at <https://www.icann.org/resources/pages/rules-be-2012-02-25-en> (“**Rules of Procedure**”) and (c) Uniform Rapid Suspension System (or any amended or replacement Policy), the current version of which is currently available at <http://newgtlds.icann.org/en/applicants/urs> (“**URS**”).

6.2. In the event of an UDRP proceeding pursuant to the Rules of Procedure (as defined in Section 6.1 of the Agreement), Registrar will apply a Lock (as defined in the Rules of Procedure) to the Registered Domain Name within two (2) business days of receiving a verification request from the Provider (as defined in the Rules of Procedure). The Lock will remain in place through the remaining Pendency (as defined in the Rules of Procedure) of the UDRP proceeding. Registrar will not notify You of the UDRP proceeding until the Lock status has been applied. Registrar will release the Lock (a) if the Complaint (as defined in the Rules of Procedure) is dismissed by the Provider or withdrawn, within one (1) business day of receiving notice of such dismissal or withdrawal from the Provider; (b) if, before the Panel's (as defined in the Rules of Procedure) decision, the Parties (as defined in the Rules of Procedure) agree on a settlement, within two (2) business days of receiving notice of such settlement from the Provider.

6.3. **Other Dispute Resolution Policies.** You acknowledge that You have read and understood, and You agree to be bound by all the terms and conditions of the following:

(i) in the event that the Requested Domain Name is within the .biz TLD, the Restrictions Dispute Resolution Policy (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/rdrp-2012-02-25-en> (“**RDRP**”),

(ii) in the event that the Requested Domain Name is within the .info TLD, the Sunrise Dispute Resolution Policy (or any amended or replacement Policy), the current version of which is currently available at <http://www.info.info/about/dispute-resolution> (“**SDRP**”),

(iii) in the event that the Requested Domain Name is within the .name TLD, the Eligibility Requirements Dispute Resolution Policy (or any amended or replacement

Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/erdrp-2012-02-25-en> (“**ERDRP**”),

(iv) in the event that the Requested Domain Name is within the .us TLD, the usTLD Dispute Resolution Policy (or any amended or replacement Policy), the current version of which is currently available at <http://www.neustar.us/ustld-dispute-resolution-policy/> (“**USDRP**”), and the Nexus Dispute Policy (or any amended or replacement Policy), the current version of which is currently available at <http://www.neustar.us/nexus-dispute-policy/> (“**NDRP**”),

(v) the Registrar Transfer Dispute Resolution Policy (or any amended or replacement Policy), the current version of which is currently available at <https://www.icann.org/resources/pages/tdrp-2016-06-01-en> (“**RTDRP**”), and

(vi) any other applicable Dispute Resolution Policies.

**6.4. Incorporation.** All Dispute Resolution Policies together with all rules and other documents referenced therein are hereby incorporated by reference into and made an integral part of this Agreement.

**6.5. Modifications to Dispute Resolution Policies and Other Terms and Conditions.** You agree and acknowledge that any Dispute Resolution Policy and any other terms and conditions hereof may be modified or amended from time to time by Registrar, Registry Operator, the appropriate NIC, or any other competent entity or authority. Registrar or the applicable Registry Operator or other entity will post any such modification on a website designated by them at least thirty (30) calendar days, or such shorter time as may be designated in the notice (taking into account any urgency involved, before it becomes effective. Provider will use reasonable efforts to inform You by email in the event of any such posting. You agree that, by maintaining the registration of the Registered Domain Name after such modifications become effective, You agree to such modifications. You acknowledge that, in the event that You do not agree to any such modifications, You may terminate this Agreement as provided herein.

**6.6. Related Covenants.** You hereby agree and acknowledge that Provider and/or, if different, Registrar and Registry Operator shall have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any Dispute Resolution Policy, including, without limitation, (a) Your ability or inability to obtain a Domain Name, and (b) the results of any dispute.

## 7. Account Access.

In connection with the Services, Provider may issue to You an account user name and a password. You are solely responsible for, and in no event will Provider and/or, if different, Registrar be liable for, any use, including any misuse or any unauthorized use, of Your user name and password. You hereby authorize any and all transactions initiated through the use of Your user name and password. In the event of any actual or suspected misuse or unauthorized use of Your user name and password, You must promptly notify Provider.

## 8. Customer Representations and Warranties

**8.1. General Representations and Warranties.** You represent and warrant that (i) You have the right, power and authority to enter into this Agreement and to perform Your obligations hereunder, (ii) all Customer Data submitted by You is true, accurate, reliable, complete and current, (iii) You will use Your best efforts to maintain, promptly update and keep current such Customer Data at all times during the term of this Agreement, (iv) You have provided notice of Section 5 hereof to any third party individual with respect to which You are submitting Personal Data or other Customer Data relating to such individual, and You have obtained consent from such third party individual to the disclosure and Processing of any Personal Data and other Customer Data relating to such third party individual equivalent to Your consent set forth in Section 5 hereof, and such third party individual has agreed to all other terms and conditions of Section 5 hereof, (v) neither Your Request, nor the registration of the Requested Domain Name, nor the direct or indirect use of the Registered Domain Name violates or infringes any rights of any third party, (vi) You are acting in good faith with respect to Your Request and otherwise in connection with this Agreement and You are not engaged in, and will not engage in, any Illegal Activity, (vii) You are not registering or using the Requested Domain Name for any unlawful purposes, (viii) You will not use the Registered Domain Name in violation of any applicable laws, regulations or this Agreement.

**8.2. Additional Representations and Warranties Applicable to .biz TLD.** With respect to any Domain Name in the .biz TLD, You further represent and warrant that the Registered Domain Name (i) will be used primarily for bona fide business or commercial purposes, (ii) will not be used exclusively for personal use, (iii) will not be used and has not been registered solely for the purposes of selling, trading or leasing such Domain Name for compensation or the unsolicited offering to sell, trade or lease of such Domain Name for compensation, and (iv) is reasonably related to the Your business or intended commercial purpose at the time of registration. For purposes of this Section 8.2, “bona fide business or commercial purposes” of a Domain Name shall mean the bona fide use or bona fide intent to use such 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 to exchange, or facilitate the exchange of, goods, services, or property of any kind in the ordinary course of trade or business. Registering a Domain Name solely for the purposes of selling, trading or leasing such Domain Name for compensation or the unsolicited offering to sell, trade or lease such Domain Name for compensation shall not constitute a “bona fide business or commercial purpose” for the use of such Domain Name. By way of example, and without limiting the generality of the foregoing, the following shall not constitute use of a Domain Name for a “bona fide business or commercial purpose”: (a) using or intending to use the Domain Name exclusively for personal, noncommercial purposes, (b) using or intending to use the Domain Name exclusively for the expression of noncommercial ideas (e.g., registering abcucks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose), and (c) using the Domain Name for the submission of unsolicited bulk e-mail, phishing, pharming, or other abusive or fraudulent purposes.



**8.3. Additional Representations and Warranties Applicable to .name TLD.** With respect to any Domain Name in the .name TLD, You further represent and warrant that Your Request and the registration and use of such Domain Name satisfies all Eligibility Requirements. For purposes of this Section 8.3, “**Eligibility Requirements**” means that the Requested Domain Name (i) is Your own personal name (i.e., Your legal name or a name by which You are commonly known), provided that You may add numeric characters to the beginning or the end of Your personal name so as to differentiate it from other personal names, or (ii) is the personal name of a fictional character, but only if You own trademark or service mark rights in such fictional character’s personal name.

## 9. Disclaimer

ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” PROVIDER, ON BEHALF OF ITSELF AND REGISTRAR OR THEIR CONTRACTORS AND DELEGATES, MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER RELATING TO THE REQUESTED DOMAIN NAME (INCLUDING, WITHOUT LIMITATION, ITS AVAILABILITY OR REGISTRATION), THE REGISTERED DOMAIN NAME, THE SERVICES, THE REGISTRY SERVICES, OR OTHERWISE WITH RESPECT OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGISTRAR, ON BEHALF OF ITSELF AND REGISTRAR AND THEIR CONTRACTORS AND DELEGATES, HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE

## 10. Ownership and Rights

10.1. **Retention of Rights.** You acknowledge and agree that each of Provider and/or, if different, Registrar or their licensors, contractors or delegates, as applicable, retains sole ownership of any and all of its intellectual property and other proprietary rights, including without limitation any all right, title and interest with respect to any databases, compilations and other materials and information, Provider and/or, if different, Registrar and their licensees, contractors and delegates shall have the right to reproduce, prepare derivatives based upon, make available to the public and otherwise use any Customer Data and other materials and information submitted by You and any derivatives thereof in its ordinary course of business or as otherwise permitted hereunder.

10.2. **No Rights or Licenses.** Nothing in this Agreement shall grant, or be construed to grant, to You any right, title or interest whatsoever in, to or under any intellectual property or other proprietary rights. Your Request, or the registration or renewal of the Requested Domain Name or the Registered Domain Name does not confer upon You any intellectual property or any other proprietary right and You acknowledge that the Registered Domain Name and any use thereof may be subject to challenge by third parties as well as subject to suspension, cancellation or transfer.

## 11. Fees

You agree to pay to Provider all applicable fees for any Services under this Agreement in effect at the time of Your request of such Services as set forth on our web site, or, if applicable, as invoiced. All fees are due immediately in advance and are non-refundable, including in the event of any suspension, cancellation or transfer of a Registered Domain Name or any Services and any expiration or termination of this Agreement. Any renewal of any Services is subject to Provider's then-current fees and other terms and conditions. You agree to pay all value added, sales and other taxes (other than taxes based on Provider's income) related to the Services or the payments to be made by You hereunder. All payments shall be made in U.S. dollars. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

## 12. Indemnification.

You agree to indemnify and hold harmless (i) Provider and, if different, Registrar, (ii) ICANN and all other NICs, (iii) all Registry Operators (including, without limitation, Afilius Limited, Global Name Registry Ltd., mTLD Top Level Domain, Limited, NeuLevel, NeuStar, Inc., Public Interest Registry, and VeriSign, Inc.), and (iv) its and their directors, officers, employees, agents, representatives, contractors, delegates, licensors, affiliates, and stockholders (each of the foregoing being an "Indemnitee"), and, upon request by Provider and/or, if different, Registrar, defend each Indemnitee from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Your use of the Services, Your Request, the registration or renewal of the Requested Domain Name, the Registered Domain Name and any use thereof, Your breach of any provision of this Agreement, any Illegal Activity, or any other act or omission of You.

## 13. Limitation of Liability.

IN NO EVENT SHALL PROVIDER OR, IF DIFFERENT, REGISTRAR (INCLUDING THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND THEIR CONTRACTORS, DELEGATES AND LICENSORS) BE LIABLE TO YOU (INCLUDING ANY OTHER ENTITY OR PERSON RELATED TO OR AFFILIATED WITH YOU) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, OR FOR ANY LOST PROFITS OR REVENUE, LOST BUSINESS OPPORTUNITIES, LOST OR INACCESSIBLE DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE OR STRICT PRODUCT LIABILITY) OR OTHERWISE, AND IRRESPECTIVE OF WHETHER PROVIDER OR, IF DIFFERENT, REGISTRAR (INCLUDING THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND THEIR CONTRACTORS, DELEGATES AND LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE OR LOSS. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, PROVIDER AND, IF DIFFERENT, REGISTRAR (INCLUDING THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND THEIR CONTRACTORS, DELEGATES AND LICENSORS) HEREBY DISCLAIMS

ANY AND ALL LIABILITY, AND SHALL NOT BE LIABLE OR RESPONSIBLE, FOR (I) ANY DAMAGE TO OR OTHER IMPACT ON YOUR BUSINESS, EQUIPMENT, HARDWARE, SOFTWARE, DATA OR OTHER INFORMATION OR MATERIALS, WHETHER OR NOT CAUSED BY OR RELATED TO (EITHER DIRECTLY OR INDIRECTLY) YOUR USE OF THE SERVICES OR RELIANCE UPON ANY INFORMATION PROVIDED IN CONNECTION THEREWITH, OR (II) ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO THE NON-REGISTRATION OF ANY REQUESTED DOMAIN NAME, THE SUSPENSION, CANCELLATION, OR TRANSFER OF ANY REGISTERED DOMAIN NAME, OR ANY FAILURE OR DELAY IN THE PROCESSING OF YOUR REQUEST. Furthermore, You agree and acknowledge that neither Provider and, if different, Registrar, including their contractors, delegates and licensors, nor any Registry Operator shall have any liability of any kind for any loss, damage or other liability resulting from or arising out of or relating to any Registry Services (including, without limitation, the ability or inability of Customer to obtain a Requested Domain Name) or any dispute over a Registered Domain Name (including, without limitation, relating to any Dispute Resolution Procedures) or the result thereof.

#### **14. Exclusive Remedy.**

In no event shall Provider's and, if different, Registrar's (including their officers, directors, employees and agents and their contractors, delegates and licensors) aggregate liability under or arising out of or relating to this Agreement or the subject matter hereof exceed the amount of fees, if any, actually received by Provider or, if different, Registrar from You under this Agreement. Without limiting the generality of the foregoing, You agree that Your sole and exclusive remedy, and Provider's and, if different, Registrar's (including their officers, directors, employees and agents and their contractors, delegates and licensors) sole and entire liability, in the event of a breach of this Agreement or otherwise under or arising out of or relating to this Agreement or the subject matter hereof shall be a refund of the fees actually paid by You to Provider under this Agreement.

#### **15. Suspension, Cancellation or Transfer or Registered Domain Name or Services**

15.1. You agree and acknowledge that Provider and, if different, Registrar and any appropriate Registry Operator may, and shall have the right, at any time, to suspend, cancel, lock, place on hold or a similar status, or transfer the Registered Domain Name and any Services (i) in the event of any breach by You of this Agreement or any Illegal Activity by You or for which You are responsible, (ii) to correct mistakes by Provider or, if different, Registrar or any Registry Operator in registering the Requested Domain Name, (iii) in connection with the resolution of disputes concerning the Registered Domain Name, including, without limitation, pursuant to any Dispute Resolution Procedure, during the resolution of any dispute, or pursuant to any other dispute resolution process or any order of any court or arbitration panel, (iv) if deemed necessary by Provider or, if different, Registrar or any Registry Operator, in its discretion, to comply with any applicable laws, government rules or requirements, requests of law enforcement, or to avoid any liability, civil or criminal, on the part of Provider or, if different, Registrar or any Registry Operator, as well as its or their affiliates, subsidiaries,

officers, directors, employees and agents, and contractors, delegates, stockholders, and licensors, (v) if deemed necessary by Registrar or any Registry Operator, in its discretion, to protect the integrity and stability of the registry, or (vi) otherwise pursuant to any applicable Policies or to comply with any obligations owed to any NIC, any other competent entity or authority, any Registry Operator, or Registrar's contractor's, delegates or licensors.

15.2. In addition, if Provider is a Reseller, You agree and acknowledge that Registrar may, and shall have the right, at any time, to suspend, cancel, lock, place on hold or a similar status, or transfer the Registered Domain Name in the event of (i) any failure by Reseller to remit applicable fees to Registrar, (ii) any other breach by Reseller of its agreement with Registrar (or Registrar's other direct or indirect resellers), or (iii) any failure by Reseller to comply with any applicable Policies or any obligations owed to any NIC, any other competent entity or authority, any Registry Operator, or Registrar or its contractor's, delegates or licensors.

## 16. Term and Termination.

16.1. **Term.** This Agreement shall be effective upon execution until the expiration of the Registration Period or the last Renewal Period, as applicable.

16.2. **Termination by You.** You may terminate this Agreement at any time upon thirty (30) days written notice to Provider. No fees are refundable under any circumstances if You terminate this Agreement.

16.3. **Termination by Provider for Breach.** Provider and, if different, Registrar, may terminate this Agreement immediately upon notice to You in the event of any breach by You of this Agreement.

16.4. **Termination by Provider on Other Grounds.** Provider and, if different, Registrar, may terminate this Agreement immediately upon notice to You in the event of (i) any expiration or termination of Registrar's accreditation, (ii) any termination of Registrar's agreement with any Registry Operator, and (iii) any expiration or termination of an applicable Registry Operator's agreement with any NIC, in each case if relating to or otherwise affecting the Registered Domain Name. In the event of any termination pursuant to this Section 16.4 Registrar will use commercially reasonable efforts to Transfer the affected Registered Domain Name to another properly accredited registrar.

16.5. **Effect of Termination and Survival.** In the event of any expiration or termination of this Agreement, Provider's obligations hereunder shall immediately terminate and You shall cease all use of the Services and any Registered Domain Name. Notwithstanding the foregoing, Sections 2.3, 5.3, 5.4, 6, 8, 9, 10, 12, 13, 14, 16.5 and 17 shall survive any expiration or termination of this Agreement. In the event that Registrar terminates this Agreement due to termination of Registrar's accreditation or its agreement with any Registry Operator, Registrar will cooperate with You to transfer sponsorship of the Registered Domain Name in accordance with Section 4.1 hereof.

## 17. General

17.1. **Assignment.** You may not assign or delegate this Agreement or any rights or obligations hereunder, whether by agreement, operation of law or otherwise, and any purported assignment or delegation by You shall be null and void. You may not transfer or license a Registered Domain Name except as expressly permitted in this Agreement. Provider shall be free to assign or delegate this Agreement or any of its rights or obligations hereunder.

17.2. **Applicable Law.** This Agreement is to be governed by and construed in accordance with the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and obligations of the parties, and, to the extent federal law is applicable, the laws of the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other country.

17.3. **Venue.** Any action, claim, suit or proceeding brought by You in connection with any controversy, claim or dispute arising out of or relating to this Agreement shall be brought exclusively in, and You hereby irrevocably submit to and consent to the exclusive jurisdiction of, the courts in or for Regensburg, Germany with respect to any such action, claim, suit or proceeding. With respect to any other action, claim, suit or proceeding in connection with any controversy, claim or dispute arising out of or relating to this Agreement, You hereby irrevocably submit to and consent to the jurisdiction of (i) any court in Germany, (ii) the courts in or for Your principal place of business or domicile, and (iii) the courts in or for Provider's and, if different, Registrar's principal place of business. You hereby waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such action, claim, suit or proceeding, any claim that You are not personally subject to the jurisdiction of such court(s), that the action, claim, suit or proceeding is brought in an inconvenient forum or that the venue of the action, claim, suit or proceeding is improper.

17.4. **Entire Agreement.** This Agreement (including any Policies referenced herein) contains the entire agreement with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations or discussions whether written or oral, between the parties with respect thereto. In addition, each party agrees that, in entering into this Agreement, it has not relied on any representations, warranties agreements or understandings not set forth herein.

17.5. **Force Majeure.** Except for any obligation to pay money, no party shall be liable to the other party for any failure or delay in performance caused by any acts of God or other natural disasters or by other reasons similarly beyond such party's reasonable control.

17.6. **No Waiver.** No failure or delay by a party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or

remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

17.7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

17.8. **California Residents.** Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights information:

(i) **Pricing Information:** Current fees for the Services are set forth on Provider's web site. Provider reserves the right to change fees, renewal fees and other charges and to institute new fees at any time.

(ii) **Complaints:** With respect to the procedure to resolve a complaint regarding the Services or to receive further information You may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 1-916-445-1254.

17.9. **Third Party Beneficiaries.** If this Agreement is between You and a Reseller, Registrar is an intended third party beneficiary of Your obligations and liabilities under or arising from or relating to this Agreement and, as such, shall have the right to enforce this Agreement to the same extent as Reseller. Except as expressly set forth herein, this Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

17.10. **Electronic Transactions, Electronic Records and Notices.** You hereby agree and consent that this Agreement may be concluded, and that any and all transactions, notices, records and other communications relating hereto may be provided, throughout the term of this Agreement and thereafter, to the extent relating to this Agreement or any transactions hereunder, by electronic means. Any notices or other communications to You relating to this Agreement may be provided in writing, facsimile, or by electronic means (such as email) to the address, fax number or email address of the administrative contact that You have submitted to us (as may be updated as set forth in this Agreement). Any notices or other communications to Provider relating to this Agreement shall be in writing and addressed to the primary contact address set forth on Provider's web site (or such other address as Provider may give notice of hereunder). Any notices and other communications given in writing in accordance with the foregoing shall be deemed received upon delivery. Any notices and other communications given by facsimile or electronic means in accordance with the foregoing shall be deemed received when dispatched.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (I) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY,

INCLUDING ANY EXHIBITS AND APPENDICES HERETO, (II) YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (III) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU AND, BY SO CLICKING, THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.

**I ACCEPT**

**I DO NOT ACCEPT**

## Exhibit A

### Additional Terms for Defensive Registrations and SLD E-Mail Registrations

#### A. Additional Terms for Defensive Registrations.

With respect to defensive registrations, as such service is described in Provider's applicable service descriptions and in the applicable Registry Operators Policies and other documentation ("Defensive Registrations"):

1. You must provide (i) the name, in ASCII characters, of the trademark or service mark being registered, (ii) the date the registration issued, (iii) the country of registration, and (iv) the registration number or similar identifier used by the registration authority. Such information shall be deemed "Customer Data" for all purposes of the Agreement. Without limiting the foregoing, by providing any data relating to a Defensive Registration, You represent and warrant that You are the holder of a current (non-expired) trademark or service mark having national effect that issued prior to April 16, 2001, and that the Requested Domain Name within the .name TLD is identical to the textual or word elements of such trademark or service mark, using ASCII characters only, and that all information You submit in connection with Request relating to a Defensive Registration is true, complete and accurate.
2. You acknowledge that You have read and understood, and You agree to be bound by all the terms and conditions of the ERDRP as it applies to Defensive Registrations.
3. The initial Registration Period for Defensive Registrations is ten (10) years. Any renewal Registration Period for Defensive Registration period is ten (10) years.

#### B. Additional Terms for SLD E-Mail Registrations

With respect to SLD e-mail registrations, as such service is described in Provider's applicable service descriptions and in the applicable Registry Operators Policies and other documentation ("SLD E-Mail Registrations"):

1. You agree to use Your SLD E-Mail Registration in accordance with, and that any such use shall be subject to, all applicable laws, regulations, other standards for use of e-mail, including without limitation the Acceptable Use Policy available at <http://www.nic.name/downloads/aup.pdf>, and RFC 2505 (Anti-Spam Recommendations for SMTP MTAs), as well all other terms and conditions of this Agreement
2. Without limiting the generality of the foregoing, You shall not (i) 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, infringement, violation or misappropriation of any



intellectual property rights or other proprietary rights or publishing defamatory material; (ii) gain or attempt 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; (iii) interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or (iv) engage in spamming or similar activities, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list.

3. You must not provide false names or in any other way pose as somebody else.
4. Provider and, if different, Registrar and the applicable Registry Operator reserve all rights to implement any anti-spam measures, to block spam or mail from systems with a history of abuse, or otherwise regulate and the use of SLD E-Mail Registrations.
5. You understand and agree that Provider and, if different, Registrar and the applicable Registry Operator may delete any material, block access, or otherwise refuse or discontinue service or take appropriate measures in the event it reasonably determines that You have breached or violated any terms or conditions of this Agreement. Provider and, if different, Registrar and the applicable Registry Operator further reserve the right to immediately discontinue SLD E-Mail Registrations and related services without notice if the technical stability of any systems or services is threatened in any way, or if You are in breach or have otherwise violated any terms and conditions of this Agreement. In no event shall Provider or, if different, Registrar or the applicable Registry Operator be obligated to store any contents or to forward any email to You or a third party.

## Exhibit B

### Expired Domain Deletion Policy

1. At the conclusion of the Registration Period, failure by or on behalf of the Customer to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the Registered Domain Name by the end of the auto-renew grace period of forty-five (45) days. Registrar may choose to cancel the name earlier.
2. Extenuating circumstances are defined as: UDRP action, valid court order, failure of Registrar's renewal process (which does not include failure of a Customer to respond), the Registered Domain Name is used by a name server that provides DNS service to third-parties (additional time may be required to migrate the records managed by the name server), the Customer is subject to bankruptcy proceedings, payment dispute (where a Customer claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a Customer disputes the amount on a bill), Registered Domain Name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN.
3. Where Registrar chooses, under extenuating circumstances, to renew a Registered Domain Name without the explicit consent of the Customer, Registrar must maintain a record of the extenuating circumstances associated with renewing that specific Registered Domain Name for inspection by ICANN.
4. In the absence of extenuating circumstances (as defined above), a Registered Domain Name will be deleted within forty-five (45) days of expiration or termination of the applicable registration agreement. Registrar may choose to delete the Registered Domain Name earlier, provided Registrar has provided notice to Customer of such time or time frame relative to the expiration of the Registration Period.
5. In the event that a Registered Domain Name which is the subject of a UDRP dispute is deleted or expires during the course of the dispute, the complainant in the UDRP dispute will have the option to renew or restore the name under the same commercial terms as the Customer. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status, the WHOIS contact information for the Customer will be removed, and the WHOIS entry will indicate that the name is subject to dispute. If the complaint is terminated, or the UDRP dispute finds against the complainant, the name will be deleted within forty-five (45) days. The Customer retains the right under the existing redemption grace period provisions to recover the name at any time during the redemption grace period, and retains the right to renew the name before it is deleted.

## Exhibit C

### Additional Terms and Conditions for .cn TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit C shall apply only with respect to the .cn TLD. Except as expressly modified by this Exhibit C, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit C have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit C, the terms and conditions of this Exhibit C shall prevail.
2. **Representations and Warranties.** You represent and warrant that, to the best of Your knowledge and belief:
  - a. You are of legal age to enter into this Agreement;
  - b. You acknowledge that the .cn TLD spade is intended for businesses and organizations and not for individual use. By registering a Domain Name within the .cn TLD You hereby represent that You have registered the Domain Name on behalf of a business or organization;
  - c. You accept liability for harm caused by wrongful use of the Domain Name within the .cn TLD; and
  - d. 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 Center ("CNNIC"), including, but not limited to the following:
    - i. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the China Internet Domain Name Regulations, as modified from time to time, currently available at <http://www.cnnic.net.cn/ruler/20.shtml>;
    - ii. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the CNNIC Detailed Rules of Internet Domain Name registration Administration, as modified from time to time, currently available at <http://www.cnnic.cn/html/Dir/2003/11/27/1522.htm>;
    - iii. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the CNNIC Domain Name Dispute Resolution Policy, as modified from time to time, currently available at <http://www.cnnic.cn/html/Dir/2003/11/20/1380.htm>;

- iv. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the Rules for CNNIC Domain Name Dispute Resolution Policy, as modified from time to time, currently available at <http://www.cnnic.cn/html/Dir/2003/11/27/1510.htm>;
  - v. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the CNNIC Domain Name Transfer Registrars Rule, as modified from time to time, currently available at <http://www.cnnic.net.cn/html/Dir/2003/11/27/1512.htm>; and
  - vi. You acknowledge that You have read and understood, and You agree to be bound by the terms and conditions of the policies of the CNNIC, as modified or amended from time to time, and which are hereby incorporated and made an integral part of this Exhibit C.
3. **Inaccurate or Unreliable Data.** You hereby represent and warrant that the data provided in connection with the Request or otherwise relating to the Registered Domain Name within the .cn TLD is true, correct, up to date and complete and that You will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, Your willful failure promptly to update information provided to us, or any failure to respond for over five (5) calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a Registered Domain Name within the .cn TLD concerning the accuracy of contact details associated with any registration(s) or the registration of any Registered Domain Name or Your account, shall constitute a breach of this Agreement.
4. **Indemnification.** You hereby agree to indemnify, defend and hold harmless CNNIC, NeuLevel, Registrar and their directors, officers, employees, representative, agents, affiliates and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Your (i) Registered Domain Name within the .cn TLD and (ii) use of any Registered Domain Name within the .cn TLD. In the event of any expiration or termination of this Agreement, this provision shall survive such expiration or termination in addition the survival of any terms or conditions otherwise established in the Agreement.
5. **Maximum Term.** The maximum term for the registration of a Registered Domain Name within the .cn TLD shall be five (5) years. Domain Name registrations shall be available for terms of one (1), two (2), three (3), four (4) and five (5) years.
6. **Prohibited Uses for .cn Domain Name.** Registrant may not register or use a Domain Name that is deemed by CNNIC to:

- a. Be against the basic principles prescribed in the Constitution of the People's Republic of China ("PRC");
  - b. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt state integrity of the PRC;
  - c. Harm national honor and national interests of the PRC;
  - d. Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
  - e. Violate the PRC's religion policies or propagate cult and feudal superstition;
  - f. Spread rumors, disturb public order or disrupt social stability of the PRC;
  - g. Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
  - h. Insult, libel against others and infringe other people's legal rights and interest in the PRC; or
  - i. Take any other action prohibited in laws, rules and administrative regulations of the PRC.
7. **Jurisdiction.** For the adjudication of disputes concerning or arising from use of the Registered Domain Name within the .cn TLD, You hereby submit, without prejudice to other potentially applicable jurisdictions and in addition to any venues referred to in Section 17.5 of the Agreement, to the jurisdiction of the courts (a) of the Your domicile, (b) where Registrar is located, and (c) the People's Republic of China.
8. **Governing Law.** For the adjudication of a dispute concerning or arising from use of a Registered Domain Name within the .cn TLD, such dispute shall be governed by the laws of the People's Republic of China.

#### Exhibit D

##### Additional Terms and Conditions for .tw TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit D shall apply only with respect to the .tw TLD. Except as expressly modified by this Exhibit D, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit D have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit D, the terms and conditions of this Exhibit D shall prevail.

2. **Customer Data.** You acknowledge and agree that Taiwan Network Information Center (together with its successors, its assignees, and any entity authorized by it to provide services relating to the .tw TLD “TWNIC”) shall have the right to use, in a manner complying with the Computer-Processed Personal Information Protection Act and other related laws and regulations, the Customer Data You provide under this Agreement, when such use is necessary in connection with any TWNIC services.
3. **Representations and Warranties.** You shall obey and comply with any and all applicable laws, regulations and administrative policies promulgated by a Taiwan government agency. You shall obey and comply with the TWNIC rules and regulations and any and all updates, revisions and modifications, which may be made by TWNIC from time to time. Without limiting the generality of the foregoing:
  - a. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name registration and Management Services, as modified from time to time, currently available at <http://www.twNIC.net.tw/file/ip0320.htm>;
  - b. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the Guidelines for Administration of Domain Name registration, as modified from time to time, currently available at [http://www.twNIC.net.tw/english/dn/dn\\_02.htm](http://www.twNIC.net.tw/english/dn/dn_02.htm);
  - c. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the Guidelines for Authorization of Domain Name registration Services, as modified from time to time, currently available at [http://www.twNIC.net.tw/english/dn/dn\\_07.htm](http://www.twNIC.net.tw/english/dn/dn_07.htm);
  - d. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the TWNIC Domain Name Dispute Resolution Policy, as modified from time to time, currently available at [http://www.twNIC.net.tw/english/dn/dn\\_04.htm](http://www.twNIC.net.tw/english/dn/dn_04.htm);
  - e. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the Rules for TWNIC Domain Name Dispute Resolution Policy, as modified from time to time, currently available at [http://www.twNIC.net.tw/english/dn/dn\\_04a.htm](http://www.twNIC.net.tw/english/dn/dn_04a.htm); and
  - f. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the policies of the TWNIC, as modified or amended from time to time, and which are hereby incorporated and made an integral part of this Exhibit D.

4. **Other Obligations.** Without limiting the generality of Sections 3 and 5 and the other provisions of the Agreement, You shall not make any Request on an anonymous or “proxy” basis, or submit any false or incorrect information. You hereby acknowledge and agree that Registrar shall have the right to accept written complaints from any third party with respect to any false or inaccurate Whois data relating to the Registered Domain Name and to take any action deemed appropriate by Registrar in response thereto.
5. **Rights Reserved by TWNIC.** TWNIC shall have the right to deny, cancel, transfer or otherwise make unavailable any Registered Domain Name when deemed necessary, in its sole discretion, in order (a) to protect the integrity and stability of the DNS, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to protect TWNIC, or its affiliates, subsidiaries, officers, directors, representatives, employees, or contractors from any civil, criminal, or administrative liability, (d) to correct mistakes made by TWNIC or any registrar in connection with a Domain Name registration, or (e) if the registration of Registered Domain Name or its use violates this Agreement. TWNIC shall also have the right to suspend use or access to a Registered Domain Name in the event of a dispute relating thereto.
6. **Indemnification.** You hereby agree to indemnify, defend and hold harmless TWNIC, Registrar and their directors, officers, employees, representative, agents, affiliates and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Your (i) Your use of the Services, Your Request, the registration or renewal of the Requested Domain Name, the Registered Domain Name, and (ii) use of any Registered Domain Name, in each case within the .tw TLD. In the event of any expiration or termination of this Agreement, this provision shall survive such expiration or termination in addition the survival of any terms or conditions as otherwise set forth in the Agreement. Your obligations under this Section 4 are in addition to Your obligations, and nothing herein shall limit Your obligations, under Section 12 of the Agreement.
7. **Termination.** In addition to Registrar’s right to terminate the Agreement pursuant to Section 16.2 of the Agreement, Registrar and TWNIC shall have the right to terminate this Agreement if You breach any of the guidelines set forth in Section 3 of this Exhibit D, any other provision of this Agreement, or any other related regulations.
8. **Governing Law.** This Agreement shall be governed by the Laws of Taiwan.

## Exhibit E

### Additional Terms and Conditions for .pro Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit E shall apply only with respect to the .pro TLD. Except as expressly modified by this Exhibit E, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit E have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit E, the terms and conditions of this Exhibit E shall prevail.
2. The Registry Operator for the .pro TLD shall be Registry Services Corporation dba RegistryPro (also referred to herein as “**RegistryPro**”). RegistryPro has entered into an agreement with ICANN regarding the registration of Domain Names in the .pro TLD (“**Registry Agreement**” and available at: <https://www.icann.org/resources/agreement/pro-2015-10-01-en>), the relevant portions of which are incorporated herein by this reference.
3. **Representations and Warranties.**
  - a. You represent and warrant that, at all times during the term of the Registration Period, You meet the applicable .pro registration requirements set forth by Registry Operator. You are required to provide prompt notice to Registrar if You fail to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to You, suspend, cancel or modify Your Registered Domain Name if, at any time, You fail to meet the applicable registration requirements;
  - b. You represent and warrant that the data provided by You in relation to this Agreement is true, correct, up to date and complete. You further agree at all times during the term of this Agreement to keep such information up to date;
4. **Covenants.**
  - a. You certify that You have authority to enter into this Agreement;
  - b. You agree to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registry Operator, Registrar and its or their designees and agents in a manner consistent with the purposes specified by Registrar;
  - c. You acknowledge that Registry Operator will have no liability of any kind for any loss of liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of



any registrant to obtain a Registered Domain Name during these periods, and  
(ii) the results of any disputes over a Sunrise Period registration;

d. 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:

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

ii. (For Agreements relating to Sunrise Period registrations only:) The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available at <http://www.registrypro/pro/sunrise.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;

iii. Procedures for any applicable verification toolkit.

5. **Records of Registration.** You agree to maintain Your own records appropriate to document and prove the initial Domain Name registration date, regardless of the number of registrars with which You enter into a contract for registration services.

6. **Indemnification.** You agree to indemnify, defend and hold harmless Registrar, Registry Operator, their parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, executives, employees, accountants, attorneys, insurers, agents, predecessors, successor and assigns from and against any and all claims, demands, losses, costs, expenses (including reasonable attorney's fees), causes of action or other liabilities of any kind, whether known or unknown, in any way arising out of, relating to or otherwise in connection with Your Domain Name registration. Such indemnification shall survive any termination or expiration of this Agreement.

## Exhibit F

### Additional Terms and Conditions for .jobs Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit F shall apply only with respect to the .jobs TLD. Except as expressly modified by this Exhibit F, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit F have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit F, the terms and conditions of this Exhibit F shall prevail.
2. The Registry Operator for the .jobs TLD shall be Employ Media LLC (also referred to herein as “**Jobs Registry**”). Jobs Registry has entered into an agreement with ICANN regarding the registration of Domain Names in the .jobs TLD (“**Registry Agreement**” and available at: <http://www.icann.org/tlds/agreements/jobs/>), the relevant portions of which are incorporated herein by this reference.
3. **Additional Terms.**
  - a. By agreeing to this Agreement You agree to all terms and conditions of the to the .jobs Registry-Registrar Agreement, as may be amended from time to time by Jobs Registry (the “**Registry-Registrar Agreement**”), the current version of which is available at <http://www.goto.jobs/apply.html>.
  - b. You represent and warrant that, at all times during the term of the Agreement, You are and will remain in compliance with (i) the registrant eligibility requirements as made available by Jobs Registry and as may be modified from time to time, the current version of which is available at <http://www.goto.jobs/reg.agreement.asp>; and (ii) the .jobs domain use restrictions as made available by Jobs Registry and as may be modified from time to time, the current version of which is available at <http://www.goto.jobs/reg.agreement.asp>.
  - c. You hereby acknowledge that You have read, understand, and agree to be bound by the .jobs Registry-Registrar Agreement, the registrant eligibility requirements and the use restrictions.
  - d. Jobs Registry, in its sole discretion, may revoke, cancel, deny, transfer, suspend, terminate or otherwise modify Your rights with respect to a Registered Domain Name within the .jobs TLD, without notice, in the event of non-compliance by You with any applicable provision of this Agreement, the Registry-Registrar Agreement, the registrant eligibility requirements, or the .jobs domain use restrictions, including but not limited to submission or use of untruthful, incomplete, or fraudulent registration information during the application process or subsequently thereto.

- e. Jobs Registry shall be an intended third party beneficiary of the provisions set forth in this Exhibit F and of the other provisions of this Agreement that set forth specific rights of Jobs Registry, solely with respect to a Registered Domain Name within the .jobs TLD, with a right to enforce such terms and provisions.

#### **4. Modifications to Transfer Policy**

- a. Transfers of Registered Domain Names within the .jobs TLD may only be made between registrars who have been accredited by Jobs Registry (i.e., who have entered into a .jobs Registry-Registrar Agreement with Jobs Operator).
- b. The Gaining Registrar ensures that, consistent with policies set forth by Jobs Registry, Registered Name Holder information which under such policies may not change without the approval of Jobs Registry (particularly, the trade name of the Registered Name Holder) has not changed and remains the same under the Gaining Registrar as under the Registrar of Record. To the extent such information has changed, the Registered Domain Name will be modified to “pending/create” in the Registry Database and the Registered Name Holder will have to go through Jobs Registry’s verification process again for the Registered Domain Name.
- c. The Gaining Registrar ensures that registration data is maintained as set forth in the applicable .jobs Registry-Registrar Agreement.
- d. Jobs Registry reserves the right to further modify the Transfer Policy from time to time with respect to Transfers of Registered Domain Names within the .jobs TLD.

## Exhibit G

### Additional Terms and Conditions for .travel Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit G shall apply only with respect to the .travel TLD. Except as expressly modified by this Exhibit G, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit G have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit G, the terms and conditions of this Exhibit G shall prevail.
2. The Registry Operator for the .travel TLD shall be Tralliance Corporation (also referred to herein as “**Travel Registry**”). Travel Registry has entered into an agreement with ICANN regarding the registration of Domain Names in the .travel TLD (“**Registry Agreement**” and available at: <http://www.icann.org/tlds/agreements/travel/>), the relevant portions of which are incorporated herein by this reference.
3. **Additional Terms.**
  - a. The .travel TLD is intended to serve the global travel community and is restricted to people, organizations, associations, and private, governmental and non-governmental agencies in the travel and tourism industry (“**Eligibility Requirements**”). You hereby represent and warrant that You meet, and will continue to meet during the term of the Agreement, the Eligibility Requirements. By way of example, the following industries fall within the travel and tourism industry: Airlines; Attractions/Theme Parks; Bed & Breakfast Houses; Bus/Taxi/Limousine Operators; Camp Facility Operators; Car Rental Companies/Airport Specialty Car Park Companies; Computer Reservation/Travel Technology Provider; Convention & Visitor's Bureaus; Cruise Lines; Ferries; Hotels/Resorts/Casinos; National Tourism Offices; Passenger Rail Lines; Restaurants; Tour Operators; Travel Agents; Travel Media; Travel-Consumer and Market Research Organizations. Travel Registry may establish stricter requirements by published policy statement. Travel Registry may extend the list of industry types from time to time by published policy statement, provided that any such extension is consistent with the travel community's perceptions about the prevailing scope of the community as evidenced by the support of such extension by the travel industry as communicated to TTPC and Travel Registry through its policy outreach procedures. Travel Registry may amend, clarify, extend or re-enumerate the industry sectors identified above, provided that such changes are within the scope of the requirement set out in the first sentence above. In such event Travel Registry will promptly make such changes public in the manner contemplated in its agreement with ICANN. In the event of any change with respect to Your meeting the Eligibility Requirements, You must

notify Registrar no later than fourteen (14) days from the date of such change. You are required to submit, upon request, any information requested by Travel Registry or Registrar relating to Your meeting the Eligibility Requirements or otherwise to the Registered Domain Name and Your compliance with this Agreement and related policies.

- b. Registration of Domain Names within the .travel TLD is limited to names which You hold or use, including: “doing business as”, or “trading” name; trademark (registered, or by use); Domain Name used as a trading name; service mark (registered, pending or by use); product name (by registered copyright or use); division name (by use); subsidiary name (wholly-owned or controlled); promotion or venture name (by use), partnership name (by registration or use); club name (by use); competition, games or event name (registered, pending or by use); transport vessel name (registered); acronyms of an eligible name where such acronym is not less than three letters. You hereby represent and warrant that You are, and will remain through the term of the Agreement, entitled to lawfully register and use the Requested Domain Name/Registered Domain Name. You will be required to provide documented proof of Your entitlement to lawfully register and use the Requested Domain Name/Registered Domain Name.
- c. You agree to be bound by all applicable policies made available by Travel Registry from time to time, including the Denial Review and Dispute Resolution Policy, the current version of which is available at <http://www.tralliance.info/denialdisputes.htm>.
- d. Transfer Between Holders. Any transferee of a Domain Name within the .travel TLD must meet the Eligibility Requirements and agree to all terms and conditions of this Agreement. You and the proposed transferee must inform Travel Registry and Registrar of any contemplated change of ownership of such Domain Name. A failure to so inform Travel Registry and Registrar shall constitute a breach of this Agreement.
- e. Revocation. Without limiting any other terms of this Agreement, this Agreement and Your right to use a Registered Domain Name within the .travel TLD may be terminated and revoked immediately by Registrar in the event (i) You cease to meet the Eligibility Requirements, (ii) failure to pay any fee when due, (iii) any breach by You of any representation or warranty under, or any other term of, this Agreement, (iv) Your failure to comply with any applicable .travel policy, (v) the .travel Domain Name, or the use of the .travel Domain Name, is not in the best interests of the sponsored community.
- f. Additional Warranties. Without limiting any other terms of the Agreement, You hereby represent and warrant that (i) You understand and meet, at all times, the Eligibility Requirements, (ii) the Requested Domain Name/Registered Domain Name meets, at all times, the requirements of the .travel name selection policy, (iii) all information provided is accurate and

complete, and any future changes to this information will be provided in a timely manner, (iv) the registration and use of the Requested Domain Name/Registered Domain Name does not and will not directly or indirectly infringe or otherwise violate the rights of a third party or contravene any .travel policies, (v) You have the power and authority to execute this Agreement and to perform Your obligations hereunder, (vi) the Requested Domain Name is not registered for an unlawful purpose, (vii) the Registered Domain Name will not be used in violation of any applicable laws or regulations, and (viii) You are of legal age.

- g. Travel Registry shall be an intended third party beneficiary of the provisions set forth in this Exhibit G and of the other provisions of this Agreement that set forth specific rights of Travel Registry, solely with respect to a Registered Domain Name within the .travel TLD, with a right to enforce such terms and provisions.

## Exhibit H

### Additional Terms and Conditions for .mobi Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit H shall apply only with respect to the .mobi TLD. Except as expressly modified by this Exhibit H, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit H have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit H, the terms and conditions of this Exhibit H shall prevail.
2. The Registry Operator for the .mobi TLD shall be mTLD Top Level Domain, Limited (also referred to herein as “**Mobi Registry**”). Mobi Registry has entered into an agreement with ICANN regarding the registration of Domain Names in the .mobi TLD (“**Registry Agreement**” and available at: <http://www.icann.org/tlds/agreements/mobi/registry-agmt-mobi-19oct05.htm>), the relevant portions of which are incorporated herein by this reference.
3. For purposes of this Exhibit H, the term “**Registry Service Provider**” shall mean Afilias Limited, a company incorporated under the laws of Ireland and having its principal offices at Office 110, 52 Broomhill Road, Tallaght Dublin 24, and its successors and assigns.
4. **Additional Terms.**
  - a. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless Mobi Registry, 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 Your Registered Domain Name and/or use thereof, and this indemnification obligation shall survive the termination or expiration of the Agreement.
  - b. You agree to indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to t Your Registered Domain Name and/or use thereof, and this indemnification obligation shall survive the termination or expiration of the Agreement.
  - c. You acknowledge and agree that notwithstanding anything in this Agreement to the contrary, Mobi Registry 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 Mobi Registry have vested and that Mobi Registry has relied on its third party beneficiary

rights under this Agreement in agreeing to Registrar being a registrar for the .mobi TLD. Additionally, the third party beneficiary rights of Mobi Registry shall survive any termination or expiration of this Agreement.

- d. You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which Mobi Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- e. You agree to comply with operational standards, policies, procedures, and practices for the .mobi TLD established from time to time by Mobi Registry in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty days notice by Mobi Registry to Registrar.
- f. You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Mobi Registry and its designees and agents in a manner consistent with the purposes specified in the Agreement and with relevant mandatory local data protection, laws and privacy.
- g. You agree to submit to proceedings commenced under the UDRP.
- h. You agree to provide current, accurate and complete information in connection with Your registration of the Registered Domain Name and its creation, launch, and operation of the related website, including but not limited to information required for the purposes of the Whois records.
- i. You agree to immediately correct and update the Customer Data and other registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
- j. You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the .mobi TLD, including without limitation the “Limited Industry Launch,” the “Sunrise Period,” the “Land Rush Period,” the “Sunrise Dispute Resolution Policy,” the “Premium Name Allocation Process,” and the “General Registration Period,” and You further acknowledge that Mobi Registry and the Registry Service Provider have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the “Limited Industry Launch,” the “Sunrise Period,” the “Land Rush Period,” the “Sunrise Dispute Resolution Policy,” the “Premium Name Allocation Process,” and the “General Registration Period” including, without limitation: (i) the ability or inability of a registrant to obtain a Domain Name during these periods, and (ii) the results of any dispute made during the “Limited Industry Launch” or over a “Sunrise Registration.”



- k. You acknowledge that if the Registered Domain Name is a “dotMobi Premium Name,” as such are listed at <http://mtld.mobi/domain/premium>, then use of the Registered Domain Name is also subject to the terms and conditions of the “dotMobi Premium Name Agreement” (formerly known as the “dotMobi Auction Agreement”) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein.
- l. You acknowledge and agree that upon termination or expiration of the “dotMobi Premium Name Agreement” in accordance with the terms thereof, (i) any and all of Your rights to the Registered Domain Name, the registration code, and/or to create, launch, and/or operate the related website shall be terminated, and all such rights shall revert to Mobi Registry, and (ii) Mobi Registry may grant registration rights to the Registered Domain Name and/or rights to the registration code to any entity or person in its sole discretion, and You shall have no rights or recourse against Mobi Registry and/or Registrar relating to the registration or use of the Registered Domain Name and/or registration code by any other such entity or person.
- m. You acknowledge and agree that Mobi Registry and Registry Services Provider, acting in consent with Mobi Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Mobi Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions of this Agreement; or (v) to correct mistakes made by Mobi Registry or any registrar in connection with a Domain Name registration, and Mobi Registry also reserves the right to freeze a Registered Domain Name during resolution of a dispute.
- n. You acknowledge and agree that You must comply with the requirements, standards, policies, procedures and practices set forth in the “dotmobi Style Guide” (available at [www.mtld.mobi](http://www.mtld.mobi)) (“Style Guide”) and consent to the monitoring of the related website as described in the “dotmobi Style Guide” monitoring guidelines (available at [www.mtld.mobi](http://www.mtld.mobi)) for compliance with the Style Guide. Furthermore, You acknowledge and agree that this Style Guide is subject to modification by Mobi Registry with any such changes appearing at the previously designated URL, and that You must promptly comply with any such changes in the time allotted.
- o. You acknowledge and agree that proxy or proxy registrations will not be allowed during the “Sunrise Period,” the “Limited Industry Launch” and the “Premium Name Allocation and Auction Period,” and in such an instance will constitute a material breach of this Agreement.



## Exhibit I

### Additional Terms and Conditions for .asia Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit I shall apply only with respect to the .asia TLD. Except as expressly modified by this Exhibit I, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit I have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit I, the terms and conditions of this Exhibit I shall prevail.
2. The Registry Operator for the .asia TLD shall be DotAsia Organisation Limited (also referred to herein as “**DotAsia**”). DotAsia has entered into an agreement with ICANN regarding the registration of Domain Names in the .asia TLD (“**Registry Agreement**” and available at: <http://www.icann.org/tlds/agreements/asia/>), the relevant portions of which are incorporated herein by this reference.
3. **Additional Terms.**
  - a. By agreeing to this Agreement You agree to all terms and conditions of the to the .asia Registry-Registrar Agreement, as may be amended from time to time by DotAsia (the “**Registry-Registrar Agreement**”), the current version of which is available at <http://www.dotasia.org/accreditationdocs/DotAsia-RRA-2007-08-01.pdf>.
  - b. Without limiting anything in Section 5 of the Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by DotAsia 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.
  - c. Without limiting anything in Section 5 of the Agreement, You agree to correct and update the registration information for the Registered Domain Name immediately during the registration term for the Registered Domain Name.
  - d. Without limiting anything in Section 2.8 of the Agreement, You agree to comply with those ICANN requirements, standards, policies, procedures, and practices for which DotAsia has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
  - e. Without limiting anything in Section 2.8 of the Agreement, You agree to comply with all the operational standards, policies, procedures, and practices for the .asia TLD as established from time to time in a non-arbitrary manner by DotAsia (“**Registry Policies**”). You acknowledge that Registry Policies are

applicable to all Registrars and/or Registered Domain Name holders. Any changes of the Registry Policies by DotAsia that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia to Registrar.

- f. You agree to be bound by the terms and conditions as set down by DotAsia 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.
- g. Without limiting anything in Section 6 of the Agreement, You agree 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").
- h. You agree to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a Domain Name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .asia TLD.
- i. You acknowledge and agree to comply with the .asia Charter Eligibility Requirement.
- j. You, acting as "registrant contact," represent and warrant that You have 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 Domain Name Holder, and that You shall be jointly responsible for the Registered Domain Name in the event of a dispute or a challenge over the Registered Domain Name Holder's legal entitlement to or the ownership of the Registered Domain Name. The CED Contact shall be bound by the provisions in DotAsia's .asia Charter Eligibility Requirement Policy published from time to time.
- k. You, acting as "registrant contact," agree that You have obtained an agreement from the CED Contact that the registrant contact shall remain the administrative contact for all operations of the Registered Domain Name, including but not limited to domain transfer and updates.
- l. Without limiting anything in Section 12 of the Agreement, You agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Domain Name holder's Domain Name registration and or use.

Notwithstanding the other provisions in this Agreement, You agree that this indemnification obligation shall survive the termination or expiration of this Agreement.

- m. Without limiting anything in Section 15 of the Agreement, You acknowledge and agree that DotAsia and registry services providers, acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by DotAsia, any registry services providers or any Registrar in connection with a Domain Name registration. Without limiting anything in Section 15 of the Agreement, DotAsia also reserves the right to freeze a Registered Domain Name such as placing a Domain Name on hold, lock, or other status during the resolution of a dispute.
- n. Notwithstanding anything in this Agreement to the contrary, DotAsia is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of DotAsia have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to PSI-USA, Inc. being a registrar for the .asia TLD. Additionally, the third party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

## Exhibit J

### Additional Terms and Conditions for .aero Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit J shall apply only with respect to the .aero TLD. Except as expressly modified by this Exhibit J, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit J have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit J, the terms and conditions of this Exhibit J shall prevail.
2. The Registry Operator for the .aero TLD shall be Afilias Limited (also referred to herein as “**Afilias**”). Societe Internationale de Telecommunications Aeronautiques (“**Registry Sponsor**”) has entered into an agreement with ICANN regarding the registration of Domain Names in the .aero TLD (“**Registry Agreement**,” available at: <http://www.icann.org/tlds/agreements/aero>), the relevant portions of which are incorporated herein by this reference, and Registry Sponsor has entered into an agreement with Afilias pursuant to which Afilias has been appointed as the Registry Operator for the .aero TLD.
3. **Additional Terms.**
  - a. By agreeing to this Agreement You agree to all terms and conditions of the .aero Registrar Agreement between Afilias and Registrar, as may be amended from time to time by Afilias (the “**Registrar Agreement**”), the current version of which is available at [http://www.nic.aero/documents/AFSept1\\_Registry\\_Registrar\\_Agreement.doc](http://www.nic.aero/documents/AFSept1_Registry_Registrar_Agreement.doc).
  - b. You may register a Domain Name within the .aero TLD only in accordance with the .aero Domain Name Management Policy, as amended from time to time, currently available at <http://www.information.aero/registration/policies/dmp> (the “**Policy**”). Your application for registration of a Requested Domain Name must meet the criteria set out in the Policy. You hereby agree to comply with the Policy and You acknowledge that (i) Your application must comply with the Policy, (ii) Your application must meet the registration criteria set out in the Policy, (iii) Your agreement to submit to and comply with the Policy is a condition of registration of a Domain Name, (iv) any application that in Registrar’s, Registry Operator’s, or Registry Sponsor’s reasonable opinion fails to comply with the Policy may be rejected or canceled. Prior to registration of the Requested Domain Name You must provide prove of Your meeting the eligibility requirements as set forth in the Policy, including, without limitation providing a valid Aviation Community Membership ID issued in accordance with the Policy.

- c. Registrar's agency. The Registrar acts as agent for the Registry Operator and the Registry Sponsor for the sole purpose, and only to the extent necessary, to enable the Registry Operator and the Registry Sponsor to receive the benefit of rights and covenants conferred on each of them under this Agreement.
- d. Warranty. Registrant warrants that: (i) to the best of Registrant's knowledge and belief, neither its registration of the Domain Name nor the manner in which it is directly or indirectly used, infringes the legal rights of a third party, and (ii) the Domain Name complies with the Policy. Any breach of this warranty will constitute a material breach.
- e. Provision of registration data. As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes: (i) Registrant's full name, postal address, email address, voice telephone number, and fax number if available, (ii) the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation, (iii) the names of the primary nameserver and any secondary nameserver(s) for the Domain Name, (iv) the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the Domain Name, (v) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the Domain Name, and (vi) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the Domain Name.
- f. Inaccurate or unreliable data. (i) Registrant represents and warrants that the data provided in the Domain Name registration application is true, correct, up-to-date and complete, and that Registrant will continue to keep all the information provided up to date. (ii) Registrant's willful failure to promptly update information provided, or any failure to respond for over 15 calendar days to inquiries by the Registrar, the Registry Operator and/or the Registry Sponsor addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to any Domain Name concerning the accuracy of contact details associated with any registration(s) or the registration of any Domain Name(s) registered by or through the Registrant, shall constitute a breach of this Agreement and be a basis for cancellation of the Domain Name.
- g. Use of information. Registrant acknowledges that information provided by the Registrant will be: (i) transmitted to the Registry Operator for registry use, (ii) publicly available as required by ICANN, and (iii) used by the Registrar, the Registry Operator and the Registry Sponsor for inclusion in registers and data bases produced by them or their licensees.
- h. Correction of data. (i) Registrant may access data provided and rectify any incorrect data relating to Registrant using tools provided by the Registrar. (ii)

Registrant may access data provided and rectify any incorrect data relating to Aviation Community Membership ID (ENS\_AuthID) via the webform on the [www.information.aero](http://www.information.aero) website.

- i. Consent. Registrant consents to the use of the information provided by it for the purposes set out in this Agreement. If Registrant does not consent to the use of the information for the purposes set out herein, then the Registrant must provide non consent verification stating the name and address of the Registrant and signed by an appropriate authorized individual. This must be sent to Registrar.
- j. Notice to third parties. Registrant warrants that: (i) it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in this Agreement, and (ii) each third party individually has consented to use of their personal data for the purposes set out in this agreement.
- k. Use of information. The Registrar, the Registry Operator and the Registry Sponsor will not process information in a manner incompatible with the purposes and limitations set out in this Agreement.
- l. Reasonable precautions. The Registrar, the Registry Operator and the Registry Sponsor will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- m. Limitation of liability. To the extent permitted by law, Registrant agrees that neither the Registrar, the Registry Operator nor the Registry Sponsor have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a Domain Name, the processing of any authorized modification to the Domain Name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant Domain Name dispute policy.
- n. Suspension, cancellation, transfer. Registrant agrees that registration of its Domain Name shall be subject to suspension, cancellation or transfer by the Registrar, Registry Operator or the Registry Sponsor pursuant to any Registry Sponsor or ICANN adopted specification or policy, or pursuant to any Registry Operator or Registrar procedure not inconsistent with an ICANN adopted specification or policy: (i) to correct mistakes by Registrar, the Registry Operator or the Registry Sponsor in registering the Domain Name, and (ii) for the resolution of disputes concerning the Domain Name.
- o. Indemnity. The Registrant agrees to indemnify, keep indemnified and hold the Registrar, the Registry Operator, the Registry Sponsor and their



subsidiaries and affiliates, and the respective directors, officers, employees and agents of each of them harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's Domain Name registration or pre-registration, or to the Registrant's use of the Domain Name.

- p. Submission to jurisdiction. For the adjudication of disputes concerning or arising from the use of the Domain Name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of: (i) the Registrant's domicile, and (ii) the place where the Registry Sponsor is located.
- q. Domain name. (i) Domain Names will be registered to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified shall, in the absence of extenuating circumstances, result in cancellation of the registration. (ii) The Domain Name is personal to the Registrant, and the Registrant may not transfer or license the Domain Name to any other person except as expressly provided in any relevant policy of Registry Sponsor.
- r. Changes to the Domain Name Management Policy. The Registrant acknowledges that the Policy is expected to evolve. Changes in the Policy may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.
- s. Agreement with policies. Registrant acknowledges that it has read and understood, and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are incorporated and made an integral part of this agreement: (i) Uniform Domain Name Dispute Resolution Policy (“UDRP”). The UDRP applies to challenges to a registered Domain Name on the grounds that the Domain Name is identical with or confusingly similar to a trademark in which the complainant has rights; (ii) Charter Eligibility Dispute Resolution Policy (“CEDRP”). The CEDRP applies to challenges to registered Domain Names on the grounds that the Registrant set forth in the Sponsored TLD Charter; and (iii) Eligibility Reconsideration Policy.
- t. Breach. Registrant agrees that failure to abide by any provision of this Agreement or any relevant domain name dispute policy may be considered by Registrar, Registry Operator or the Registry Sponsor as a material breach and that Registrar, Registry Operator or the Registry Sponsor may provide a notice describing the breach to the Registrant. If, within 30 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar, Registry Operator or the Registry Sponsor (as the case may be) that it has not breached its obligations, then Registrar, Registry Operator or the Registry Sponsor may delete Registrant's registration of the Domain Name. Any such breach by a Registrant shall not be taken to be

excused simply because the Registrar, Registry Operator or the Registry Sponsor did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.

## Exhibit K

### Additional Terms and Conditions for .cat Registrations

1. **Effect of Additional Terms.** The additional terms and conditions referenced in this Exhibit K shall apply only with respect to the .cat TLD. All terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement.
2. The Registry Operator for the .aero TLD shall be Fundacio puntCAT (also referred to herein as “**.cat Registry**”).
3. **Additional Terms.** As a condition to the registration of a Domain Name in the .cat TLD You are required to enter into a separate agreement with .cat Registry, the terms and conditions of which will be provided to You in connection with Your application to register a Domain Name in the .cat Registry (the “**.cat Agreement**”). Any expiration or termination of the .cat Agreement shall result in the automatic termination of this Agreement.

## Exhibit L

### Additional Terms and Conditions for .tel Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit L shall apply only with respect to the .tel TLD. Except as expressly modified by this Exhibit L, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit L have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit L, the terms and conditions of this Exhibit L shall prevail.
2. The Registry Operator for the .tel TLD shall be Telnor Limited, a private limited company incorporated in the United Kingdom, with its principal place of business located at 37 Percy Street, London W1T 2DJ, United Kingdom (also referred to herein as “**Registry**”). Registry has entered into an agreement with ICANN regarding the registration of Domain Names in the .tel TLD (“**Registry Agreement**” and available at: <http://www.icann.org/tlds/agreements/tel/>), the relevant portions of which are incorporated herein by this reference.
3. **Additional Terms.**
  - a. **Indemnification.** To the maximum extent permitted by law, You shall indemnify, defend and hold harmless Registry, its service providers, subcontractors and their respective directors, officers, employees, affiliates 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 Domain Name. Such indemnification shall survive any termination or expiration of the Agreement
  - b. **Use of Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's posted privacy policy, Registry's WHOIS policy and all other purposes of collection notified to Registrar by Registry.
  - c. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“**UDRP**”).
  - d. **Updating Registration Information.** You will immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
  - e. **Launch and Sunrise Programs.** You agree to be bound by the policies relating to the initial launch of the .tel TLD, such as the “Sunrise Policy” and

any applicable “Landrush” requirements, and will acknowledge that Registry has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (i) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute over a “Sunrise” registration.

- f. **Compliance with Registry Policies.** Your use of the Registered Domain Name shall comply with all applicable Registry Policies, including, but not limited to, the “Acceptable Use Policy” and the “Sunrise Policy”.
- g. **Right to Deny, Cancel or Transfer a Registration.** You acknowledges and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) per the terms of the Agreement; (v) to correct mistakes made by Registry or any Registrar in connection with a Domain Name registration; (vi) to enforce the Registry Policies; and (vii) to prevent use of the Domain Name in a manner contrary to the intended purpose of the .tel TLD. Registry also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Registry shall have no liability to of any kind to You, Your customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
- h. **Representations and Warranties.** By submitting a request for a Domain Name, You represent and warrant that: (i) to Your knowledge, the registration of the Requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party; (ii) You are not submitting the request for a Domain Name for an unlawful purposes, and You will not use the Registered Domain Name for an unlawful purpose; (iii) You will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and (iv) You will use the Domain Name in accordance with the Registry Policies.
- i. **Communications with Domain Name Holder.** Registry may communicate directly with You in connection with issues relating to a Domain Name and Your membership of the .tel community.
- j. **Jurisdiction and Applicable Law.** Any dispute, controversy or claim between the You and Registry relating to a Registered Domain Name or a request for a Domain Name shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.



## Exhibit M

### Additional Terms and Conditions for .xxx Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit M shall apply only with respect to the .xxx TLD. Except as expressly modified by this Exhibit M, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit M have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit M, the terms and conditions of this Exhibit M shall prevail.
2. The Registry Operator for the .xxx TLD shall be ICM Registry LLC, a limited liability company organized under the laws of Delaware, with an address of P.O. Box 30129, Palm Beach Gardens, FL 33420 (also referred to herein as “**Registry**”). Registry has entered into an agreement with ICANN regarding the registration of Domain Names in the .xxx TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/tlds/agreements/xxx/>), the relevant portions of which are incorporated herein by this reference.
3. **Additional Terms.**
  - a. **Indemnification.** You agree to indemnify, defend and hold harmless Registry and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain Name registration. You further agree that this indemnification provision shall survive the termination or expiration of this Agreement.
  - b. **Use of Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry and its designees and agents. Such use shall be governed by Registry’s privacy policy. You agree that Registry may contact You directly from time to time in accordance with the Registry Agreement and with Registry’s Policies, and that Registry may also contact You for other informational and marketing purposes.
  - c. **Uniform Domain Name Dispute Resolution Policy.** You agree to submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy, and to additional procedures established from time to time by Registry in accordance with its policy on Preventing Abusive Registrations.

- d. **Updating Registration Information.** You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
- e. **Launch and Sunrise Programs.** You agree to be bound by any terms, conditions and Policies relating to the initial launch of the .xxx TLD, including terms, conditions and Policies relating to any “Sunrise Period” or “Land Rush Period.” You agree that Registry has no liability of any kind for any loss or liability resulting from any proceedings or processes related to such periods, including, without limitation: (i) You ability or inability to obtain a Domain Name during such periods, and (b) the results of any dispute over a “Sunrise” registration.
- f. **Compliance with Registry and ICANN Policies.** You shall comply with all applicable Registry Policies and ICANN Policies.
- g. **Right to Deny, Cancel or Transfer a Registration.** You acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to enforce ICANN Policies and Registry Policies; (ii) to protect the integrity and stability of the registry; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iv) to avoid any liability, whether civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (v) per the terms of the Agreement; or (vi) to correct mistakes made by Registry or any Registrar in connection with a Domain Name registration. Registry also reserves the right to lock, hold or place a similar status on any Domain Name during resolution of any dispute. Registry shall have no liability of any kind to You, Your customers, affiliates, service providers or any other party as a result of such actions, including any denial, cancellation or transfer.
- h. **Third Party Beneficiary.** You agree that, notwithstanding anything in this Agreement to the contrary, Registry is and shall be an intended third party beneficiary of this Agreement, and the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Registry have vested and that Registry has relied on its third party beneficiary rights under this Agreement in agreeing that PSI-USA, Inc. shall be a registrar of the .xxx TLD, and You further agree that the third party beneficiary rights of Registry shall survive any termination or expiration of this Agreement.
- i. **Notification of Illegal or Illicit Activity.** You agree to immediately notify Registry of any Domain Name owned or controlled by You where the website operated in connection with such Domain Name is the subject of any notice to cease, or has been ordered to cease or has actually ceased, operations due to the actions of a government agency related to illegal or illicit activity on such website.





## Exhibit N

### Additional Terms and Conditions for .us TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit N shall apply only with respect to the .us TLD. Except as expressly modified by this Exhibit N, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit N have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit N, the terms and conditions of this Exhibit N shall prevail.
- 2.** The Registry Operator for the .us TLD shall be NeuStar, Inc., a Delaware corporation, with its principal place of business located at 21575 Ridgetop Circle, Sterling, VA 20166 (also referred to herein as “**Registry**”). Registry has been appointed to be the administrator of the .us TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .us TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .us TLD (“**Registry Agreement**” and available at: <http://www.ntia.doc.gov/page/2011/us-domain-space>), the relevant portions of which are incorporated herein by this reference.
- 3. Nexus Information.** Customer shall promptly submit to Provider true, accurate, reliable, complete and current Nexus Information and maintain, promptly update and keep current such Nexus Information at all times during the term of this Agreement, and promptly notify Provider of any change in circumstances relating to Nexus Information or the Nexus Requirements (as defined in Section 4(b) below). “**Nexus Information**” is any information and related certifications and other related evidence requested by Provider and/or, if different, Registrar, or provided by You to verify compliance with the Nexus Requirements. Nexus Information may include, without limitation, information regarding (i) the country of citizenship or residency, (ii) the type of business entity or organization, (iii) the place of incorporation and the laws under which an entity or organization is constituted, (iv) the type, scope, frequency, and duration of activities in the United States of America, (v) any office, place of business, facility, or property located in the United States of America, (vi) other bases for compliance with any Nexus Requirements. You will be required to certify the truthfulness, accuracy, reliability and completeness of any Nexus Information requested by Provider and/or, if different, Registrar, and provide such other evidence as Provider and/or, if different, Registrar may request with respect thereto. All name servers for any Requested or Registered Domain Name within the .us TLD must be located in the United States of America and You will be required to certify such location and provide such other evidence as Provider and/or, if different, Registrar may request with respect thereto. Failure to provide Nexus Information or such certifications or other evidence in accordance herewith may result in the rejection of Your Request or in a hold-status of the Registered Domain Name. If the Registered

Domain Name is in hold-status and such Nexus Information or such certifications or other evidence are not provided within thirty (30) days, the Registered Domain Name will be cancelled without refund of any applicable fees.

#### 4. **Representations and Warranties.**

- a. You represent and warrant that the data provided in the Domain Name registration application and any information provided by You in relation to this Agreement is true, correct, up-to-date and complete, and that You will continue to keep all the information provided up to date.
- b. You represent and warrant that at the time of Your Request and throughout the period of Your registration and use of such Domain Name the Nexus Requirements are met. For purposes of this Section 4(b) “**Nexus Requirements**” means that You are (a) a natural person (i) who is a citizen of the United States of America, (ii) who is a permanent resident of the United States of America or its possessions or territories, or (iii) whose primary place of domicile is in the United States of America; (b) an entity or organization that is (i) incorporated in one of the fifty (50) States of the United States of America, the District of Columbia, or the possessions or territories of the United States of America, (ii) organized or otherwise constituted under the laws of one of the fifty (50) States of the United States of America, the District of Columbia, or the possessions or territories of the United States of America (including a federal, state, or local government of the United States of America or a political subdivision thereof, and non-commercial organizations based in the United States); or (c) a foreign entity or organization that has a Bona Fide Presence in the United States of America or its possessions or territories. A “**Bona Fide Presence**” shall mean the existence of real and substantial lawful connections with, or lawful activities in, the United States of America or its possessions or territories as certified by evidence acceptable to Registrar.
- c. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the usTLD Dispute Resolution Policy (“**USDRP**”), as modified from time to time, currently available at <http://www.neustar.us/content/download/2665/32889/usdrp.pdf>, a copy of the current version of which is attached hereto as Appendix V;
- d. You acknowledge that You have read and understood, and You agree to be bound by, and You shall obey and comply with, the terms and conditions of the Nexus Dispute Policy (“**NDRP**”), as modified from time to time, currently available at [http://www.neustar.us/content/download/2666/32893/nexus\\_dispute\\_policy.pdf](http://www.neustar.us/content/download/2666/32893/nexus_dispute_policy.pdf), a copy of the current version of which is attached hereto as Appendix VI;

#### 5. **Enforcement of Accurate Whois Data.**

- a. Customer shall provide to Provider and, if different, Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registration and Renewal periods, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Customer; name of authorized person for contact purposes in the case of a Customer that is an organization, association, or corporation; and the Customer Data as defined in Section 5.1 of the Agreement.
- b. Your willful or grossly negligent provision of inaccurate or unreliable information or Your willful or grossly negligent failure promptly to update information provided to Provider shall constitute a material breach of this Agreement and be a basis for cancellation of the registration of the Registered Domain Name in accordance with Section 7 of this Exhibit N.
- c. Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Customers.
- d. No later than thirty (30) days after receipt of a written complaint, Registrar shall conduct an initial investigation into the veracity and accuracy of the contact details. If Registrar determines that the information is false, inaccurate or not up to date, Registrar shall issue a letter to You via email, and regular first class mail, stating that the information contained in Your Whois record may be false, inaccurate or not up to date.
- e. Customer shall be required to update its contact information no later than thirty (30) calendar days from the date of such notice. If, within thirty (30) days, You can either (i) show that You have not provided false or inaccurate contact information or (ii) provide the updated Whois information, then You will be allowed to maintain Your usTLD Registered Domain Name registration. If, however, after thirty (30) days, You either do not respond to Registrar's notice or are unable to provide true and accurate contact information, You shall be deemed to have breached the Agreement and Registrar shall delete the registration of the Registered Domain Name in accordance with Section 7 of this Exhibit N.

## **6. Expired Domain Deletion Policy**

- a. At the conclusion of the registration period, failure by or on behalf of Customer to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration of the Registered Domain Name by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).
- b. Extenuating circumstances are defined as: usDRP action, valid court order, failure of Provider or, if different, Registrar's renewal process (which does not include failure of Customer to respond), the Registered Domain Name is used

by a nameserver that provides DNS service to third-parties (additional time may be required to migrate the records managed by the nameserver), Customer is subject to bankruptcy proceedings, payment dispute (where You claim to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where You dispute the amount on a bill), Registered Domain Name is subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by Registry.

- c. Where Provider or, if different, Registrar chooses, under extenuating circumstances, to renew the Registered Domain Name without the explicit consent of Customer, Provider or, if different, Registrar must maintain a record of the extenuating circumstances associated with renewing that Registered Domain Name for inspection by Registry.
- d. In the absence of extenuating circumstances (as defined in Section 6(b) of this Exhibit N above), the Registered Domain Name must be deleted within 45 days of either the Provider or the Customer terminating the Agreement.
- e. In the event that the Registered Domain Name is the subject of a usDRP dispute and is deleted or expires during the course of the dispute, the complainant in the usDRP dispute will have the option to renew or restore the name under the same commercial terms as Customer. If the complainant renews or restores the name, the name will be placed in “ClientHold” and “clientUpdateProhibited, clientDeleteProhibited, clientTransferProhibited and clientRenewProhibited” statuses, the Whois contact information for Customer will be removed, and the Whois entry will indicate that the name is subject to dispute. If the complaint is terminated, or the dispute finds against the complainant, the Registered Domain Name will be deleted within 45 days. You retain the right under the existing redemption grace period provisions to recover the name at any time during the Redemption Grace Period, and retain the right to renew the name before it is deleted.

7. **Termination, Deletion, Cancellation or Transfer.** You acknowledge and agree that a violation of any of the representations, warranties or covenants of this Exhibit N shall be grounds for termination of this Agreement, without any refund of fees. Additionally, You acknowledge and agree that the registration of the Registered Domain Name shall be subject to suspension, deletion, cancellation, or transfer, (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, Provider or Registrar, as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders; (4) for violations of this Agreement and/or Exhibit N ; (5) to correct mistakes made by Registry or any registrar in connection with a Domain Name registration or (6) to prevent the use of a Domain Name used for the submission of unsolicited bulk e-mail, phishing, pharming, malware, bot-nets or other abuse or fraudulent purposes. You

acknowledge and agree that Registry also reserves the right to freeze a Domain Name during resolution of a dispute either by: (i) rendering the Domain Name unresolvable; (ii) preventing the transfer of the Domain Name to another person, entity or registrar; or (iii) preventing any changes to the contact information associated with the Domain Name.

## Exhibit O

### Additional Terms and Conditions for Registrations of TLDs Administered by Donuts, Inc. Subsidiaries

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit O shall apply only with respect to the TLDs that are administered by subsidiaries of Donuts, Inc. Except as expressly modified by this Exhibit O, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit O have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit O, the terms and conditions of this Exhibit O shall prevail.
- 2.** Through its subsidiaries, Donuts, Inc. (together with its subsidiaries referred to herein as “**Donuts**”) acts as Registry Operator for multiple TLDs. The current list of TLDs administered by Donuts can be found at <http://www.donuts.domains/services/domain-names> (“**Donuts TLDs**”). Donuts is a Delaware corporation, with its principal place of business located at 10500 NE 8<sup>th</sup> St, Suite 350, Bellevue, WA 98004, USA. Donuts has been appointed to be the administrator of the Donuts TLD’s by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Donuts TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the Donuts TLDs (“**Registry Agreements**” and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
- 3. Personal Data.** To the extent permitted under applicable law, Customer consents to the use, copying, distribution, publication, modification, sharing and other processing of Customer’s Personal Data by Donuts.
- 4. Prohibited Use of Domain Name.** Customer is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Violation of this Section 4 shall result in consequences consistent with applicable law including, without limitation, the suspension of the Domain Name.
- 5. Indemnification.** Customer shall (within thirty days of demand) indemnify, defend and hold harmless Donuts, Donuts’ service providers, Provider and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Customer's Domain Name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the

violation of any applicable terms or conditions governing the registration. Customer shall not enter into any settlement or compromise of any such indemnifiable claim without Provider's prior written consent, which consent shall not be unreasonably withheld and this indemnification obligation shall survive the termination or expiration of this Agreement for any reason. This Section 5 does not limit any further indemnification obligations Customer may have under other terms of the Agreement. Customer agrees to compensate Donuts and its stockholders, directors, employees, members, subcontractors, the Trademark Clearinghouse and their respective directors, agents and employees for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against Donuts on the grounds that the Request for or the registration, use of the second level domain, representing the string to the left of the dot preceding the TLD ("**SLD**"), or the block preventing the registration of a SLD across all TLDs then owned and operated by Donuts ("**DPML Block**") by You infringes the rights of a third party.

6. **Reservation of Rights.** Donuts reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) or other transactions on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the Donuts TLD registries or the registry system; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to establish, assert, or defend the legal rights of Donuts or a third party, or to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation, any exhibits, attachments, or schedules hereto; or (e) to correct mistakes made by Donuts or any Registrar in connection with a Domain Name registration. Donuts also reserves the right to place a Domain Name on registry hold, registry lock, or similar status during resolution of a dispute. Donuts further reserves the right to review WHOIS records to verify contact information of Customer.
7. **Verification.** Donuts is entitled to, at any time, verify (a) the truth, accuracy, and completeness of any information provided by the Customer to Provider or to Donuts (the "**Registrant Information**"); and (b) the compliance by the Customer with this Agreement and applicable Donuts policies posted under "**Policies**" on the applicable Donuts website ("**Donuts Policies**"). Customer shall fully comply and cooperate with Donuts in connection with such verification and furnish all available documentation as Donuts may reasonably require to complete the verification.
8. **Third-Party Beneficiaries.** Customer agrees that Donuts is an intended third-party beneficiary of this Agreement between the Provider and the Customer for each Donuts TLD.
9. **Reserved Domain Names.** Donuts may permanently or temporarily reserve at any time from registration any Domain Names, including, without limitation, Domain Names that are:



- a. reserved for operations and other purposes, including without limitation certain premium names, which Donuts may change from time to time;
- b. reserved or restricted to comply with ICANN Requirements, including those reserved for certain third parties; or
- c. still pending, in process, or otherwise not available.

**10. Customer Representations and Warranties.** Customer represents and warrants that:

- a. The Request and all other Customer Data and information submitted by Customer contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b. Customer shall participate in good faith in any proceedings commenced by or against the Customer;
- c. Customer is not a person or entity that (i) is, or is owned or controlled by a person or entity that is, designated on sanctions list maintained by the United Nations or United States (including without limitation the U.S. Department of the Treasury Office of Foreign Assets Control), or (ii) located in or organized under the laws of a jurisdiction that is subject to comprehensive U.S. sanctions;
- d. Customer accepts and will abide by the Donuts Policies;
- e. That You possess all necessary authorizations, charters, licenses and/or other related credentials for conducting activities in the sector associated with the applicable TLD; and
- f. When requesting a .travel TLD, that You are engaged in or plan to engage in activities related to travel.

**11. Notification.** It is not the obligation of Donuts to notify Customer in advance of the termination or expiration (for any reason) of the registration of a Registered Domain Name. Donuts shall be entitled, but not obligated, to immediately suspend or cancel any registration of a Registered Domain Name that is in breach of this Agreement.

**12. Payment to Donuts.** Payment of any fees due, for which Customer is solely liable, must be made to Donuts via Provider. Donuts is not responsible for any failure on the part of the Provider in this respect, including where such failure results in non-registration, non-renewal or termination of the applicable registration concerned. If Customer has paid the Provider for a registration or its renewal, Provider must perform the paid for action. Should the Provider not perform such action, Donuts may in its sole discretion perform such action on behalf of Customer.

13. **Registry Operator's Rights regarding applications.** Customer acknowledges and accepts that the Registry Operator is entitled to reject a Request or a Domain Name registration or to delete, revoke, suspend, cancel or transfer a registration:
- a. To enforce Donuts Policies and ICANN requirements each as amended from time to time;
  - b. That is not accompanied by complete and accurate information, or where required information is not updated or corrected as required by ICANN requirements or registry policies;
  - c. To protect the integrity and stability of the operation or management of the Registry Operator and the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrar to provision objects for the purpose of applying for, registering, modifying and maintaining registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks;
  - d. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry Operator may retain to oversee the arbitration and mediation of disputes;
  - e. To establish, assert, or defend the legal rights of Donuts or a third party, or to avoid any actual or potential liability, civil or criminal, on the part of or damage to Donuts, as well as its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
  - f. To correct mistakes made by Donuts or any Registrar in connection with a Domain Name registration;
  - g. As otherwise provided in the terms and conditions of Donut and the agreement between Donuts and Registrar ("**Registry-Registrar Agreement**").
  - h. If Donuts receives notice that there is a dispute with respect to the Registered Domain Name or an SMD File.
  - i. To make adjustments in line with any changes to the Unicode list of confusable characters.
14. **Preventing Abuse.** You agree that if a SLD corresponds with a two-character country-code TLD ("**ccTLD**"), You have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.
15. **Dispute Resolution.** You agree to participate in and abide by any determinations made as part Donuts' dispute resolution procedures, including without limitation

Donuts' policy regarding anti-abuse and acceptable use of its services as amended from time to time ("AUP"), the URS, and the UDRP.

16. **Liability.** You agree that Donuts' aggregate liability for damages will in any case be limited to the amounts specified in the Registry-Registrar Agreement and that no greater or other damages (such as, but not limited to, any fees payable or paid by the Registrar in the context of any proceedings initiated against a decision by Donuts to register or not to register a Domain Name) may be claimed from Donuts by You.
17. **Arbitration.** You agree to submit to a binding arbitration for disputes arising from Donuts terms and conditions and related to the allocation of the Domain Name.
18. **Additional requirements for the .army, .navy, and .airforce TLD.** In addition to the other requirements You must:
  - a. comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
  - b. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law if You collect and maintain sensitive health and financial data to implement
  - c. 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;
  - d. represent that You possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such highly-regulated TLD; and
  - e. report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD to ensure You continues to conform to the appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers they serve.
  - f. 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.

## Exhibit P

### Additional Terms and Conditions for Registrations of TLDs Administered by Famous Four Media, Inc. Subsidiaries

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit P shall apply only with respect to the TLDs that are administered by subsidiaries of Famous Four Media, Inc. Except as expressly modified by this Exhibit P, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit P have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit P, the terms and conditions of this Exhibit P shall prevail.
- 2.** Through its subsidiaries, Famous Four Media, Inc. (together with its subsidiaries referred to herein as “**Famous Four**”) acts as Registry Operator for multiple TLDs. The current list of TLDs administered by Famous Four can be found at <http://www.famousfourmedia.com/our-gtlds/> (“**Famous Four TLDs**”). Famous Four is a Gibraltar corporation, with its principal place of business located at 6A Queensway, Gibraltar. Famous Four has been appointed to be the administrator of the Famous Four TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Famous Four TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the Famous Four TLDs (“**Registry Agreements**” and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
- 3. Indemnification.** Customer shall indemnify, defend and hold harmless Famous Four, Famous Four’ service providers, Provider and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, subcontractors (including the registry back-end service provicer), service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of the Customer’s Domain Name registration, except due to Famous Four’s negligence, error or omission. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason. This Section 3 does not limit any further indemnification obligations Customer may have under other terms of the Agreement.
- 4. Compliance with ICANN Rules.** Customer shall comply with all ICANN Policies, and comply with all relevant terms in the applicable Registry Agreement.
- 5. Prohibited Use of Domain Name.** Customer is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Violation of this Section 5 shall result in

consequences consistent with applicable law including, without limitation, the suspension of the Domain Name.

6. **Handling of Personal Data.** Customer consents to Registrar's submission of Customer's Personal Data to Famous Four, and Famous Four's use such Personal Data, for the following reasons:
- a. Inclusion in the searchable WHOIS directory providing free public query-based access to the details as required in the applicable Registry Agreement;
  - b. Research on an amalgamated statistical basis;
  - c. To support the day to day operations of Famous Four, including email contact with Customer as required by any acceptable use policy;
  - d. Disclosure and use by Famous Four's service providers which/who provide legal, accounting, delivery, installation, systems support, escrow, marketing, clearinghouse and other registry services on Famous Four's behalf;
  - e. As may be required by law enforcement agencies or a court order or other compulsory operation of law applicable to Famous Four; and
  - f. As may be required by ICANN.

## Exhibit Q

### Additional Terms and Conditions for .ruhr TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit Q shall apply only with respect to the .ruhr TLD. Except as expressly modified by this Exhibit Q, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit Q have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit Q, the terms and conditions of this Exhibit Q shall prevail.
- 2.** The Registry Operator for the .ruhr TLD shall be regiodot GmbH & Co. KG, a German limited partnership with the sole general partner being a limited liability company, with its principal place of business located at Bottroper Straße 20, 45141 Essen, Germany. Registry Operator has been appointed to be the administrator of the .ruhr TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .ruhr TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .ruhr TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/ruhr>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. When the policies are available both in German and English, the German version governs and the English version is provided for convenience only.
- 4. Indemnification.** You acknowledge and agree that You are fully responsible for the registration and use of the Registered Domain Name, and You agree to indemnify, to the maximum extent permitted by law, defend, and hold harmless Registry Operator, Registry Operator’s service providers, Registry Operator’s shareholders, and Registry Operator’s directors, officers, employees and agents from any claim, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of, or relating to, Your Domain Name registration and use of such Domain Name registration. This Section 4 does not limit any further indemnification obligations You may have under other terms of the Agreement.
- 5. Dispute Resolution.** You expressly agree that Registry Operator has the right to change the status of Your Registered Domain Name during the resolution of a dispute, during a compliance procedure, or upon the request of a competent authority, as well as to deny, modify, cancel, suspend, or transfer any registration that Registry Operator deems necessary, in its complete discretion, in order to:

- a. protect the integrity, security and stability of the registry system;
- b. comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
- c. avoid any liability of Registry Operator, its affiliates, shareholders, subsidiaries, officers, directors, and employees;
- d. stop or prevent any violations of any terms and conditions in the Registry Agreement;
- e. correct mistakes made by Registry Operator, Registry Operator's service providers, or any registrar in relation to Domain Name registration; or
- f. ensure compliance with ICANN Policies and Registry Operator Policies.

**6. Representations and Warranties.** You represent and warrant that:

- a. You will immediately correct and update the Request and all other Customer Data and information submitted by You as such information changes;
- b. You will comply with all applicable ICANN Policies and Registry Operator Policies for the resolution of disputes concerning Domain Names;
- c. You will not use Your Registered Domain Name to distribute malware, to abusively operate a botnet, or for phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable laws. Consequences for such use of Your Registered Domain Name may carry consequences including, but not limited to, the suspension of Your Registered Domain Name; and
- d. if You are using a proxy, privacy software, and/or a third party service provider to register Your Domain Name, such proxy, privacy software, and/or third party service provider shall be deemed the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and applicable laws are the responsibility of the Registrant.

## Exhibit R

### Additional Terms and Conditions for .buzz TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit R shall apply only with respect to the .buzz TLD. Except as expressly modified by this Exhibit R, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit R have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit R, the terms and conditions of this Exhibit R shall prevail.
2. The Registry Operator for the .buzz TLD shall be DotStrategy, Co., an Arkansas corporation, with its principal place of business located at 1920 Centennial Club Dr., Conway, Arkansas 72034, USA. Registry Operator has been appointed to be the administrator of the .buzz TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .buzz TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .buzz TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/buzz>), the relevant portions of which are incorporated herein by this reference.
3. **Time of Domain Name registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator’s system, the timestamp shown in the Registry Operator’s system records shall prevail.
4. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet;
  - b. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration; or
  - c. for any non-payment of fees.
5. **Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator’s website.
6. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.



7. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.
  
8. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 8 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

## Exhibit S

### Additional Terms and Conditions for .club TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit S shall apply only with respect to the .club TLD. Except as expressly modified by this Exhibit S, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit S have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit S, the terms and conditions of this Exhibit S shall prevail.
2. The Registry Operator for the .club TLD shall be Club Domains, LLC, a Florida Limited Liability Company, with its principal place of business located at 1640 W. Oakland Park Road #304, Ft. Lauderdale, Florida 33111, USA. Registry Operator has been appointed to be the administrator of the .club TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .club TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .club TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/club>), the relevant portions of which are incorporated herein by this reference.
3. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet;
  - b. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration; or
  - c. for any non-payment of fees.
4. **Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator’s website.
5. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.
6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or

copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.

7. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 7 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

## Exhibit T

### Additional Terms and Conditions for .menu TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit T shall apply only with respect to the .menu TLD. Except as expressly modified by this Exhibit T, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit T have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit T, the terms and conditions of this Exhibit T shall prevail.
2. The Registry Operator for the .menu TLD shall be Wedding TLD2, LLC, a California limited liability company, with its principal place of business located at 427 North Camden Drive, Beverly Hills, CA 90210, USA. Registry Operator has been appointed to be the administrator of the .menu TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .menu TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .menu TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/menu>), the relevant portions of which are incorporated herein by this reference.
3. **Representations and Warranties.** You represent and warrant that You will comply with:
  - a. all ICANN standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility; and
  - b. the Registry Operator’s registry policies, if any, including without limitation, the Registry Operator’s start up policies, sunrise policies and land rush policies as they may be instituted or updated from time to time and published on the Registry Operator’s website.
4. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney’s fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 4 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

5. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.
6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
7. **Duty to Update Request and Customer Data.** You agree to immediately correct and update the Request and all other Customer Data and information submitted by You as such information changes.
8. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to protect the integrity and stability of the registry;
  - b. to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
  - c. to comply with any ICANN requirements, including without limitation the Registry Agreement;
  - d. to avoid liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees;
  - e. per the terms of this Agreement; or
  - f. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration.
9. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Provider being a registrar for the .menu TLD. Additionally, the third party beneficiary rights of Registry Operator shall survive any termination of this Agreement.

## Exhibit U

### Additional Terms and Conditions for .uno TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit U shall apply only with respect to the .uno TLD. Except as expressly modified by this Exhibit U, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit U have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit U, the terms and conditions of this Exhibit U shall prevail.
2. The Registry Operator for the .uno TLD shall be Dot Latin LLC, a Kansas Limited Liability Company, with its principal place of business located at 6600 College Blvd., Suite 125, Overland Park, KS 66211 USA. Registry Operator has been appointed to be the administrator of the .uno TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .uno TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .uno TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/uno>), the relevant portions of which are incorporated herein by this reference.
3. **Time of Domain Name registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator’s system, the timestamp shown in the Registry Operator’s system records shall prevail.
4. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet;
  - b. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration; or
  - c. for any non-payment of fees.
5. **Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator’s website.
6. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.

7. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.
  
8. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 8 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

## Exhibit V

### Additional Terms and Conditions for Registrations of TLDs Administered by Uniregistry, Corp.

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit V shall apply only with respect to the TLDs that are administered by subsidiaries of Uniregistry, Corp. Except as expressly modified by this Exhibit V, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit V have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit V, the terms and conditions of this Exhibit V shall prevail.
2. Uniregistry, Corp., a Cayman exempt corporation, with its principal place of business in Grand Cayman, Cayman Islands, acts as Registry Operator for multiple TLDs. The current list of TLD's administered by Uniregistry can be found at <http://uniregistry.com/categories> (“**Uniregistry TLDs**”). The Registry Operator has been appointed to be the administrator of the Uniregistry TLD's by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Uniregistry TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the Uniregistry TLDs (“**Registry Agreements**” and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
3. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration; or
  - b. for any non-payment of fees.
4. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 4 does not limit any further indemnification obligations You may have under other terms of the Agreement. This



indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

5. **Registry Operator's Policies.** Your Domain Name shall comply with the Registry Operator's acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator's website.
6. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.
7. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.
8. **Transfer of Sunrise Domain Names.** Registered Names allocated to You during any Uniregistry sunrise period are non-transferrable for the first ten (10) years after registration.
9. **Content Restrictions for .sexy TLD.** For the .sexy top-level domain, You 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 Domain Name.

## Exhibit W

### Additional Terms and Conditions for .luxury TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit W shall apply only with respect to the .luxury TLD. Except as expressly modified by this Exhibit W, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit W have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit W, the terms and conditions of this Exhibit W shall prevail.
2. The Registry Operator for the .luxury TLD shall be Luxury Partners LLC, a California limited liability company, with its principal place of business located at 427 North Camden Drive, Beverly Hills, CA 90210, USA. Registry Operator has been appointed to be the administrator of the .luxury TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .luxury TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .luxury TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/luxury>), the relevant portions of which are incorporated herein by this reference.
3. **Representations and Warranties.** You represent and warrant that You will comply with:
  - a. all ICANN standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility; and
  - b. the Registry Operator’s registry policies, if any, including without limitation, the Registry Operator’s start up policies, sunrise policies and land rush policies as they may be instituted or updated from time to time and published on the Registry Operator’s website.
4. **Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney’s fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. This Section 4 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

5. **Personal Data.** To the extent permitted under applicable law, You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator.
6. **Duty to Update Request and Customer Data.** You agree to immediately correct and update the Request and all other Customer Data and information submitted by You as such information changes.
7. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
8. **Rights of the Registry Operator.** You acknowledge and agree that the Registry Operator may deny, cancel or transfer any registration or transaction, or place any Domain Name on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion:
  - a. to protect the integrity and stability of the registry;
  - b. to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
  - c. to comply with any ICANN requirements, including without limitation the Registry Agreement;
  - d. to avoid liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees;
  - e. per the terms of this Agreement; or
  - f. to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration.
9. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Provider being a registrar for the .luxury TLD. Additionally, the third party beneficiary rights of Registry Operator shall survive any termination of this Agreement.

## Exhibit X

### Additional Terms and Conditions for .berlin TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit X shall apply only with respect to the .berlin TLD. Except as expressly modified by this Exhibit X, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit X have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit X, the terms and conditions of this Exhibit X shall prevail.
2. The Registry Operator for the .berlin TLD shall be dotBERLIN GmbH & Co. KG, a German corporation, with its principal place of business located at Gustav-Mueller-Str. 1, 10829 Berlin, Germany. Registry Operator has been appointed to be the administrator of the .berlin TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .berlin TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .berlin TLD (“**Registry Agreement**” and available at: <http://www.icann.org/en/about/agreements/registries/berlin>), the relevant portions of which are incorporated herein by this reference.
3. **Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s acceptable use policy and terms of use, if any, as they may be instituted or updated from time to time and published on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. When the policies are available both in German and English, the German version governs and the English version is provided for convenience only.
4. **Indemnification.** You acknowledge and agree that You are fully responsible for the registration and use of the Registered Domain Name, and You agree to indemnify, to the maximum extent permitted by law, defend, and hold harmless Registry Operator, Registry Operator’s service providers, Registry Operator’s shareholders, and Registry Operator’s directors, officers, employees and agents from any claim, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of, or relating to, Your Domain Name registration and use of such Domain Name registration. This Section 4 does not limit any further indemnification obligations You may have under other terms of the Agreement.
5. **Dispute Resolution.** You expressly agree that Registry Operator has the right to change the status of Your Registered Domain Name during the resolution of a dispute, during a compliance procedure, or upon the request of a competent authority, as well as to deny, modify, cancel, suspend, or transfer any registration that Registry Operator deems necessary, in its complete discretion, in order to:
  - a. protect the integrity, security and stability of the registry system;

- b. comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
- c. avoid any liability of Registry Operator, its affiliates, shareholders, subsidiaries, officers, directors, and employees;
- d. stop or prevent any violations of any terms and conditions in the Registry Agreement;
- e. correct mistakes made by Registry Operator, Registry Operator's service providers, or any registrar in relation to Domain Name registration; or
- f. ensure compliance with ICANN Policies and Registry Operator Policies.

**6. Representations and Warranties.** You represent and warrant that:

- a. You will immediately correct and update the Request and all other Customer Data and information submitted by You as such information changes;
- b. You will comply with all applicable ICANN Policies and Registry Operator Policies for the resolution of disputes concerning Domain Names;
- c. You will not use Your Registered Domain Name to distribute malware, to abusively operate a botnet, or for phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable laws. Consequences for such use of Your Registered Domain Name may carry consequences including, but not limited to, the suspension of Your Registered Domain Name; and
- d. if You are using a proxy, privacy software, and/or a third party service provider to register Your Domain Name, such proxy, privacy software, and/or third party service provider shall be deemed the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and applicable laws are the responsibility of the Registrant.

## Exhibit Y

### Additional Terms and Conditions for Registrations of TLDs Administered by United TLD

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit Y shall apply only with respect to the TLDs that are administered by United TLD Holdco Ltd. (“**United**”). Except as expressly modified by this Exhibit Y, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit Y have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit Y, the terms and conditions of this Exhibit Y shall prevail.
2. United acts as Registry Operator for multiple TLDs. The current list of TLD’s administered by United can be found at <http://rightside.co/rightside-registry/tld-portfolio/> (“**United TLDs**”). United is a Cayman Islands corporation, with its principal place of business located at 5808 Lake Washington Blvd., Kirkland, WA 98033, United States. United has been appointed to be the administrator of the United TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the United TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the United TLDs (“**Registry Agreements**” and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
3. By applying to register or reserve a Domain Name in a United TLD, You represent and warrant that neither Your registration nor Your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry Operator’s acceptable use (anti-abuse) policy.
4. You acknowledge and agree to abide by all Registry Operator’s policies set forth on the Registry Operator’s website at <http://www.unitedtld.com/registryolicies> (the “**Registry Operator’s Website**”). You specifically acknowledge and agree that the Registry Operator’s policies may be modified by the Registry Operator, and agree to comply with any such changes in the time period specified for compliance.
5. You agree to comply with all applicable ICANN requirements and policies found at [www.icann.org/en/general/consensus-policies.htm](http://www.icann.org/en/general/consensus-policies.htm).
6. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of data and financial disclosures.
7. You agree that should You use a United TLD to collect and or maintain sensitive health and financial data, You shall implement reasonable appropriate security

measures commensurate with the offering of those services as defined by applicable law.

8. You represent and warrant that You have provided to Provider current, complete, and accurate information in connection with Your Request, and that You will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry Operator reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.
9. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry Operator's privacy policy, and incorporated by reference here. If You are submitting information from a country other than the country in which the Registry Operator's servers are located, Your communications with the Registry Operator may result in the transfer of information (including Your membership account information) across international boundaries; You consent to such transfer.
10. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System, each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and You hereby release the Registry Operator, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.
11. You acknowledge and agree that the Registry Operator reserves the right, in its sole discretion, to disqualify You or Your agents from making or maintaining any registrations or reservations in the United TLD if You are found to have repeatedly engaged in abusive registrations.
12. You acknowledge and agree that the Registry Operator reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:
  - a. to enforce all Registry Operator policies and ICANN requirements, as amended from time to time;
  - b. to protect the integrity and stability of the Registry Operator's systems, its operations, and the United TLDs;
  - c. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry Operator or You;

- d. to establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
  - e. to correct mistakes made by the Registry Operator or Provider in connection with a registration or reservation; and
  - f. as otherwise provided herein.
13. The terms in this Exhibit Y, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.
14. BY AGREEING TO THE TERMS AND CONDITIONS IN THIS EXHIBIT Y, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST THE REGISTRY OPERATOR, ITS EMPLOYEES, AFFILIATES AND SUBSIDIARIES, AND SERVICE PROVIDERS, BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF WASHINGTON OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICE PROVIDERS; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF STATE OF WASHINGTON FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.
15. You acknowledge and agree that the Registry Operator is and shall be an intended third party beneficiary of the obligations You undertake under this Agreement. You acknowledge and agree that the Registry Operator's third party beneficiary rights have vested, and shall survive any termination or expiration of Your registration or reservation.
16. You acknowledge and agree that Domain Names in the United TLD are provided "as is", "with all faults" and "as available." The Registry Operator, its affiliates and service providers, make no express warranties or guarantees about such Domain Names.
17. TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICE PROVIDERS, DISCLAIM IMPLIED WARRANTIES THAT THE REGISTRY OPERATOR AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICE PROVIDERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY,



FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICE PROVIDERS DO NOT GUARANTEE THAT ANY UNITED TLDS, OR REGISTRY OPERATOR'S OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE UNITED TLD, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE A DOMAIN NAME IN UNITED TLDS (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICE PROVIDERS SHALL CREATE A WARRANTY REGARDING OPERATIONS OF THE REGISTRY OPERATOR OR A DOMAIN NAME IN A UNITED TLD.

18. THE REGISTRY OPERATOR, ITS' AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A DOMAIN NAME IN A UNITED TLD. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY OPERATOR, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE REGISTRY OPERATOR'S LIABILITY, AND THE LIABILITY OF THE REGISTRY OPERATOR'S AFFILIATES AND SERVICE PROVIDERS, SHALL BE LIMITED TO THE AMOUNT YOU PAID TO REGISTER A UNITED TLD. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY OPERATOR'S, ITS AFFILIATES AND SERVICE PROVIDERS, TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THE PROVIDER'S AGREEMENT WITH YOU.

19. The Registry Operator reserves the right to modify, change, or discontinue any aspect of its Registry Services, this Exhibit Y, including without limitation its prices and fees. You acknowledge and agree that the Registry Operator, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to the terms in this Exhibit Y, and other information concerning United TLDS electronically, by posting such items on the Registry Operator's Website. Your

continued use of a United TLD shall constitute Your acceptance of the most current versions of those notices, agreements, modifications, and changes to the terms in this Exhibit Y. In the event of any conflict between the terms in this Exhibit Y and the notices, agreements, modifications and changes to the registration terms as posted from time to time on the Registry Operator's Website, the terms posted on the Registry Operator's Website shall prevail.

20. You represent and warrant that Your use of the Registry Operator and/or the United TLDs will not be for any illegal purpose and that You will not undertake any activities with Your Registered Domain Name that will be in violation of the acceptable use (anti-abuse) policy.
21. The United TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, You represent and warrant that You are at least eighteen (18) years of age.
22. You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
23. You shall indemnify, defend and hold harmless the Registry Operator, its service providers, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, within thirty (30) days of demand, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with Your Domain Name registration. Furthermore, You shall not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent, which shall not be unreasonably withheld. This Section 23 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
24. If You register or reserve a Domain Name in the .dentist, .attorney, .lawyer .army, .navy or .airforce United TLD, You (a) shall include administrative contact information in Your Request, 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; (b) You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such United TLD; and (c) You shall report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such United TLD to ensure that You continue to conform to the appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

25. If You register or reserve a Domain Name in the .army, .navy or .airforce United TLD, You represent that You will 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.

Exhibit Z

*[Intentionally Omitted]*

## Exhibit AA

### Additional Terms and Conditions for .xyz and .college TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AA shall apply only with respect to the .xyz and .college TLDs. Except as expressly modified by this Exhibit AA, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AA have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit AA, the terms and conditions of this Exhibit AA shall prevail.
- 2.** The Registry Operator for the .xyz and .college TLDs shall be XYZ.com LLC, a limited liability company incorporated in the State of Nevada USA with its principal place of business at 318 N Carson Street #208 Carson City, NV 89701 USA. Registry Operator has been appointed to be the administrator of the .xyz and .college TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .xyz and .college TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .xyz and .college TLDs (“**Registry Agreement**” and respectively available at: <http://www.icann.org/en/about/agreements/registries/xyz> and <http://www.icann.org/en/about/agreements/registries/college>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with Laws.** You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
- 4. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.
- 5. Indemnification.** You acknowledge and agree that You are fully responsible for the registration and use of the Registered Domain Name, and You agree to indemnify, to the maximum extent permitted by law, defend, and hold harmless Registry Operator, CentralNic and its subcontractors, and Registry Operator’s directors, officers, employees and agents from any claim, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of, or relating to, Your Domain

Name registration and use of such Domain Name registration. This Section 5 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

6. **ICANN Policies.** You agree to comply with all applicable ICANN requirements and policies found at [www.icann.org/en/general/consensus-policies.htm](http://www.icann.org/en/general/consensus-policies.htm).
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the privacy policy of Registry Operator.
8. **Reservation.** Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and stockholders; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a Domain Name registration. Registry Operator also reserves the right to lock or place on hold a Domain Name during resolution of a dispute. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.
9. **Representations and Warranties.** You represent and warrant that:
  - a. The data provided in Your Request is true, correct, up to date and complete; and
  - b. You will keep the information provided in Your Request and all other Customer Data up to date.
10. **Initial Launch Conditions.** When applicable, You agree to be bound by the terms and conditions of the initial launch of the .xyz and .college TLDs, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN trademark clearing house and any sunrise dispute resolution policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.

## Exhibit AB

### Additional Terms and Conditions for .wien TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AB shall apply only with respect to the .wien TLD. Except as expressly modified by this Exhibit AB, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AB have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit AB, the terms and conditions of this Exhibit AB shall prevail.
- 2.** The Registry Operator for the .wien TLD shall be PUNKT.WIEN, a corporation organized under the laws of Austria with its principle place of business located at A-1140 Wien, Matznergasse 17, Vienna, Austria. Registry Operator has been appointed to be the administrator of the .wien TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .wien TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .wien TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/wien>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** You acknowledge and agree that You are fully responsible for the registration and use of the Registered Domain Name, and You agree to indemnify, to the maximum extent permitted by law, defend, and hold harmless Registry Operator, Registry Operator’s service providers, Registry Operator’s shareholders, and Registry Operator’s directors, officers, employees and agents from any claim, damages, liabilities, costs and expenses (including reasonable attorney’s fees) arising out of, or relating to, Your Domain Name registration and use of such Domain Name registration. This Section 3 does not limit any further indemnification obligations You may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Registry Operator Is Not a Party to This Agreement.** For the avoidance of doubt, this Agreement is between You and Provider. Registry Operator is not a party to this Agreement.
- 5. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
- 6. Registry Operator’s Policies.** Your Domain Name shall comply with the Registry Operator’s general terms and conditions, as they may be instituted or updated from

time to time and published on the Registry Operator's website ("**Registry Operator Policies**"), which are incorporated herein by this reference.

7. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**").
8. **Representations and Warranties.** You represent and warrant that:
  - a. the data provided in Your Request is true, correct, up to date and complete; and
  - b. You will keep the information provided in Your Request and all other Customer Data up to date.
9. **Initial Launch Conditions.** When applicable, You agree to be bound by the terms and conditions of the initial launch of the .wien TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN trademark clearing house and any sunrise dispute resolution policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.
10. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Such practices may create potential consequences for You including, but not limited to, the suspension of Your Domain Name.
11. **Rights of Registry Operator.** You agree that Registry Operator has the right to deny, modify, cancel, suspend, or transfer any registration that Registry Operator deems necessary, in its complete discretion:
  - a. in order to protect the integrity, security and stability of the registry system;
  - b. in order to comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
  - c. in order to ensure compliance with ICANN Policies including the Registry Agreement;
  - d. in order to avoid any liability of Registry Operator, its affiliates, shareholders, subsidiaries, officers, directors, and employees;



- e. per the terms of this Agreement;
- f. in order to correct mistakes made by Registry Operator, Registry Operator's service providers, or any registrar in relation to Domain Name registration; or
- g. during the resolution of a dispute.

12. **Dispute Resolution.** You agree to submit to proceedings commenced under dispute resolution processes as set forth by Registry Operator Policies from time to time, including, but not limited to, processes for suspension of Your registered Domain Name demanded by intellectual property rights holders, Internet engineering and security experts, or other competent claimants for the purpose of upholding the security, stability, and integrity of the registry.

13. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Provider being a registrar for the .wien TLD. Additionally, the third party beneficiary rights of Registry Operator shall survive any termination of this Agreement.

## Exhibit AC

### Additional Terms and Conditions for .ceo TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AC shall apply only with respect to the .ceo TLD. Except as expressly modified by this Exhibit AC, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AC have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AC, the terms and conditions of this Exhibit AC shall prevail.
2. The Registry Operator for the .ceo TLD shall be CEOTLD Pty. Ltd. a limited proprietary formed under the laws of Australia with its principle place of business located at 322/5 Lime Street, Sydney, 2000, Australia. Registry Operator has been appointed to be the administrator of the .ceo TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .ceo TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .ceo TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/ceo>), the relevant portions of which are incorporated herein by this reference.
3. By applying to register or renew a Domain Name in the .ceo TLD or by registering one or more Domain Name(s), the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of this Exhibit, as well as the other policies posted as may be found on the Registry Operator’s website (“**Registry Operator Policies**”).

The most recent Registry Operator Policies apply to any and all Requests, Domain Names, and Domain Name registrations in the .ceo TLD and explain the terms, conditions, rights, and obligations between the Registry Operator, the Registrar, and the Registrant. Those parts of the Registry Operator Policies that are not part of the text of this Exhibit are incorporated into this Exhibit by this reference.

The Registry Operator may, in its sole discretion, modify the Registry Operator Policies at any time and from time to time. The Registry Operator shall post the current version of the Registry Operator Policies on the Registry Operator’s website. The Registry Operator may inform Registrars of changes to the Registry Operator Policies via email, and the Registrar may in turn notify the Registrant of any changes thereto; the Registrant agrees that such email shall not be considered spam; however, neither the Registry Operator nor the Registrar shall be obligated to provide such notice via email or otherwise. The Registrant agrees to check the Registry Operator’s website periodically for Registry Operator Policy updates.

The Registrant's continued registration and/or use of a Domain Name following the date the most current version of the Registry Operator Policies is posted to the Registry Operator's webpage, which shall be the effective date, constitutes the Registrant's acceptance of such revised Registry Operator Policies. In the event that the Registrant does not wish to be bound by the revised Registry Operator Policies, the Registrant's sole remedy is to cancel the registration of any Domain Name covered by the Registry Operator Policies, by following the appropriate Registry Operator Policies and/or Registrar policies regarding such cancellation.

4. **Registration Fee.** The Registrant shall pay to the ICANN-accredited Registrar the appropriate registration fee ("**Registration Fee**") applicable at the time the Registrant submits its Request to such accredited Registrar. Payment of the Registration Fee shall be made in accordance with the requirements of the accredited Registrar, and the Registry Operator Policies are effective at the time of submission of such application or at the time of payment, whichever is earlier. All Registration Fees paid pursuant to this Exhibit are non-refundable except as provided for herein. It is the responsibility of the accredited Registrar to pay a separate registration fee to the Registry Operator in connection with such Request, and the Registry Operator is not bound to accept any Request until such separate Registration Fee is paid. The Registry Operator will not refund any Registration Fee or other fee to the Registrant in the event of non-performance by any such Registrar; the Registry Operator disclaims any and all liability for any losses incurred as a result of any Registrar non-performance including where a third party may obtain registration of a Domain Name for which a Request has been submitted.
5. **Term and Renewal Term.** The Registrant's exclusive registration of the Domain Name shall continue for the term specified in the accepted Request (the "**Term**"), subject to the Registry Operator's and/or Registrar's right to suspend or terminate the Domain Name pursuant to this Agreement and the Registry Operator Policies, which are incorporated herein by reference. Domain Name registrations may be made for an annual term of between one (1) and ten (10) years.
6. **Registrant Information.** The Registrant shall ensure that the Request and Customer Data, will, throughout the Term, comply with the Registry Operator Policies as may be in effect from time to time and will remain true, current, complete, accurate, and reliable. The Registrant shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar. The Registry Operator reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the Domain Name if: (i) information provided by the Registrant to the Registrar and/or Registry Operator appears, in the Registry Operator's sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and/or keep the Request and Customer Data true, current, complete, accurate, and reliable. In such a circumstance, the Registry Operator may, in its sole discretion, with the cooperation of the sponsoring Registrar, suspend the Registrant's Domain Name(s) upon the Registry Operator's receipt of knowledge that

such information is deficient. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Exhibit, which will entitle the Registry Operator to terminate this Exhibit, resulting in suspension and/or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without any obligation of notice to the Registrant. The Registry Operator shall not be liable to the Registrant or any third party either for taking action, or failing or declining to take action for the Registrant's violation of this Section.

- a. The Registrant acknowledges and agrees that all personal information about the Registrant which is supplied to the Registry Operator and/or an accredited Registrar may be publicly available to third parties via a public "Whois" service, as required by ICANN and as allowed by applicable laws.
- b. Registrants must provide all contact information as required by the ICANN-accredited Registrar. Providing true, current, complete, and accurate contact information is an absolute condition of registration of a Domain Name within the .ceo TLD. If any Customer Data or information in the Request provided during registration or subsequent modification to that information is false, inaccurate, or misleading or conceals or omits pertinent information, the Registry Operator may, in its sole discretion, terminate, suspend, place on hold, or cancel the Domain Name registration of any Registrant without notification and without refund to the Registrant.
- c. The Registrant is responsible for responding in a timely fashion to communications from a Registrar or the Registry Operator regarding any Domain Name registered by or on behalf of the Registrant.
- d. The Registry Operator retains the irrevocable right, but expressly disclaims any obligation, in its sole discretion, to monitor and/or scan any content published or sent under a Domain Name registered in the .ceo TLD, including where such content involves an intrusion or causes modification of Registry Operator or other data, providing such scanning is for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users or the Registry Operator, or content which is illegal. The Registry Operator may delegate this right to its agents, representatives, successors, and assigns or choose not to exercise the right. The Registry Operator shall not be liable to the Registrant or any third party either for taking action, or failing or declining to take action for the Registrant's violation of this Section.

7. **Registrant's Agents.** The Registrant understands, acknowledges, and agrees that by using the Domain Name, the Registrant accepts the terms and conditions of and is bound by this Exhibit (including the Registry Operator Policies incorporated into this Exhibit), even if an agent (such as an Internet service provider, Domain Name retailer, Domain Name reseller, or employee) entered into this Exhibit on the

Registrant's behalf, and even if the Registrant has not itself read this Exhibit and/or the Registry Operator Policies. Further, the Registrant understands, acknowledges and agrees that it is responsible for all information submitted by its agent. The Registry Operator may, but will not be bound to, cancel this Exhibit due to any errors or omissions by the Registrant's agent in the registration process or thereafter (e.g., if such agent provides incorrect Registrant Information), as the agent's apparent authority will be deemed actual authority and will suffice to bind the Registrant. By acting on the Registrant's behalf, such agent represents and warrants to the Registry Operator that the agent is authorized to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Exhibit (including the Registry Operator Policies incorporated into this Exhibit).

8. **Scope of Registration.** On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry Operator of the separate Registrar registration fee, and after acceptance of the Request, the Registrant will be entitled to a limited license for the exclusive use of the Requested Domain Name which, in the event of sale, assignment, sublicense, or otherwise, the registration and use of the Domain Name shall at all times be subject to continuing compliance with the terms of this Exhibit and the Registry Operator Policies, for the duration of the Term. However, the Registrant may not sublicense, use, display, exploit, or register a Domain Name in any manner which, in the sole discretion of the Registry Operator or its delegee, may constitute illegal activity or cause or permit any contravention or violation of the Registry Operator Policies, whether or not in connection with the Registered Domain Name. In the event of any assignment, sub-license or similar transaction, the Registrant remains responsible for complying with all terms and conditions of this Exhibit, and accepts liability for any harm caused by such sublicensor or third party's use of the Domain Name in contravention of this Exhibit or the Registry Operator Policies. The Registrant acknowledges that a breach of this Section by the Registrant and/or its agent, assignee, sub-licensor, or any other third party, will constitute a material breach of this Exhibit, which will entitle the Registry Operator to terminate this Exhibit or take such other action as it deems necessary or desirable, without any refund of the Registration Fee, at the Registry Operator's sole discretion. Further, in the event of such termination, the Registry Operator or Registrar may, in such party's sole discretion, refuse registration of Domain Names by Registrant or discontinue services with respect to the Registrant's Domain Name or any other Domain Name which, in the sole discretion of the Registry Operator or its delegee, it deems to be related, including but not limited to other Domain Names registered by the same Registrant and/or agent. In case of such refusal or discontinuation without cause ("cause" being defined as dishonouring any payment made to an accredited Registrar and/or the Registry Operator or any violation of the Registry Operator Policies), neither the Registry Operator nor an accredited Registrar shall be liable for any loss, damage, or other injury whatsoever, including but not limited to economic or consequential loss and/or damages, resulting from the Registry Operator's or the accredited Registrar's refusal to register, or decision to discontinue services for, the Registrant's Domain Name, including to the extent permitted by applicable law in cases of negligence.

9. **Registrant Representations and Warranties.** The Registrant represents, warrants, and covenants that:
- a. the Registrant understands that registration entitles the Registrant only to a limited license for the use of the Domain Name(s) for the Term, subject to compliance with this Exhibit, the Registry Operator Policies and other applicable rules and laws, including those concerning trademarks and other types of intellectual property rights, as these may now exist or be revised from time to time. Registrant agrees to be bound and abide by any ICANN Consensus Policies including, but not limited to, the Uniform Domain Name Dispute Resolution Policy (“**UDRP**”) and Uniform Rapid Suspension (“**URS**”), as now in effect and as may be adopted and/or amended at any time and from time to time;
  - b. neither the registration of the Domain Name, nor the manner in which it is to be directly or indirectly used by the Registrant or otherwise, will or may infringe the legal rights or intellectual property rights of a third party;
  - c. the Registrant will use or display the Domain Name in accordance with the laws, rules, and regulations of any applicable national, state, territorial, or international or other laws, rules, and regulations, and ICANN Consensus Policies, and will not use the Domain Name in any way which violates or may violate a right of the Registry Operator or any third party;
  - d. any violation of these Registry Operator Policies may result in lock, suspension, or termination of the Domain Name in question or other Domain Names the Registrant may have registered in the TLD, in the Registry Operator’s sole discretion;
  - e. the information provided by the Registrant is true, complete and accurate, and the Registrant will update said information in a timely manner if it changes;
  - f. the Registrant is either: (a) an identifiable human individual over the 18 years of age or otherwise recognized as being able to enter into a legally-binding contract under applicable law; or, (b) a properly described and legally-recognized entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company for which the Registrant has legally binding authority to enter into this Agreement and the Registry Operator Policies;
  - g. the Registrant will not, directly or indirectly, through registration or use of the Domain Name or otherwise:
    - i. register a Domain Name for the purpose of unlawfully diverting trade from another business or website;

- ii. deliberately register as a Domain Name misspellings of another person or entity's personal, company or brand name(s) or confusingly similar Domain Name(s) in order to pass-off or trade on the business, goodwill or reputation of another, or otherwise infringe upon a third party's intellectual property rights; or
  - iii. grant or purport to grant a security interest or other encumbrance on or over the Domain Name unless: such security interest or other encumbrance does not exceed the rights of the Registrant in the Domain Name as limited by this Agreement, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose or purport to impose obligations on the Registry Operator beyond the obligations owed by the Registry Operator to the Registrant in the absence of such a security interest or encumbrance.
- h. the Registrant meets, and will continue to meet for the whole of the Term, any and all eligibility criteria prescribed in the Registry Operator Policies for registering and using the Domain Name;
  - i. the Registrant will maintain the Request and Customer Data provided pursuant to the requirements of this Agreement;
  - j. the Registrant has not previously submitted a Request for registration of a Domain Name for the same character string where:
    - i. the Registrant is relying on the same eligibility criteria for both Requests; and
    - ii. the Request has previously been rejected;
  - k. any content, material, email, or webpage, contained on any Uniform Resource Locator ("URL"), website, or webpage accessing, utilizing, or accessed by means of the Domain Name, complies with the Registry Operator's Acceptable Use Policy, whether incorporated directly into, forwarded, or framed by means of the Domain Name or otherwise;
  - l. the Registrant has not relied upon any representation or promise which does not appear in this Agreement; and
  - m. the Registrant's use of the Domain Name and of any webpage, email, or URL accessed by or utilizing the Domain Name will comply with the requirements of the Registry Operator's Acceptable Use Policy.

**10. Breach and Cure.** Failure of a Registrant to abide by any provision of this Exhibit and all other Registry Operator Policies will be considered a material breach. In the event of such material breach, the Registry Operator may in its sole discretion, with

the cooperation of the sponsoring Registrar, suspend, lock, modify, or transfer the Domain Name and/or may provide written (which may be by email) notice to the Registrant describing the material breach. In any event, where the Registry Operator gives notice, by way of the accredited Registrar, to the Registrant, that there is a breach, the Registrant shall rectify, cure, or refute within thirty (30) calendar days. In the event a breach is not rectified, cured, or refuted by the Registrant to Registry Operator's sole satisfaction within the thirty (30) day period, the Registry Operator may cancel or otherwise modify the Registrant's registration of and license to use the Domain Name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be waived in the event that the Registry Operator did not act earlier in response to the specific breach, or any other breach, by Registrant. In the event of a breach which, in the sole discretion of the Registry Operator or the sponsoring Registrar, causes or is likely to cause immediate harm to the public interest or the Registry Operator, or which violates or is likely to violate any applicable law or regulation, then an accredited Registrar and/or the Registry Operator may, with the cooperation of the sponsoring Registrar, modify, suspend, transfer, or terminate services to the Registrant without written notice; the modification, suspension, transfer, or termination of services constituting notice to Registrant that such a breach has occurred. See below for important limitations on the liability of the Registry Operator and accredited Registrars with regard to acts by such parties under this Section.

The Registry Operator may delegate authority to:

- a. investigate any breach or potential breach of the Registry Operator Policies; and
- b. take action to cure or sanction any breach or potential breach of the Registry Operator Policies, including the authority to immediately suspend or transfer use of a Domain Name upon detection by a service provider or notification, e.g., from an Internet security agency, that the Domain Name may contain malicious software or otherwise violates the Registry Operator's Acceptable Use Policy.

In such circumstances, neither the Registry Operator, the sponsoring Registrar, nor their respective employees, directors, officers, affiliates, representatives, delegees, shareholders, agents, successors, and/or assigns nor any external service provider or Internet security agency triggering the suspension or transfer shall be liable to the Registrant or any other person on account of any service disruption or loss, irrespective of the nature of that loss.

11. **Disputes Between Registrants.** The Registrant acknowledges that the Registry Operator cannot, and does not, screen or otherwise review any Request to verify that the Registrant has the legal right to use a particular character string as or in a Domain Name, or that the Registrant will not infringe the rights of a third party. In the event that any third party disputes the Registrant's legal right to use, display, exploit, or register the Domain Name in any fashion, including allegations that infringing



material (as defined in the Registry Operator's Acceptable Use Policy) is displayed on or forwarded, including via the use of frames, to a website which is resolved via the Domain Name or that the registration or use of the Domain Name itself infringes the third party's rights, the Registrant shall act in accordance with and agree to be bound by the ICANN-mandated URS, UDRP, applicable ICANN Consensus Policies, and the Registry Operator's CRS. The Registrant will be solely liable in the event that the Registrant's use of the Domain Name is found to constitute an infringement or other violation of a third party's rights.

12. **Indemnity.** The Registrant shall indemnify and hold harmless the Registry Operator, Registrar, and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns, and attorneys (the "**Registry Operator Related Parties**") from and against any and all claims made by third parties against the Registrant or Registry Operator Related Parties, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards, executions and liens, including lawyers or attorneys' fees, which fees shall be determined on a full indemnity basis (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party), and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Exhibit, the registration or use of Domain Name registration or other services, or the Domain Name itself, including the Registrant's use, display, exploitation, or registration of the Domain Name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant's indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Exhibit. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, transfer, or modification of the Domain Name registration services and any such termination, suspension, transfer, or modification shall in no way prejudice or substitute for an indemnified party's right to seek indemnification by way of litigation or otherwise. This Section 12 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.

13. **DISCLAIMER AND LIMITATION OF LIABILITY.** THE REGISTRANT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY OPERATOR AND THE REGISTRY OPERATOR RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE RELATING TO THE USE, SUSPENSION, TERMINATION OR THE INABILITY TO USE THE DOMAIN NAME OR IN ANY OTHER WAY RELATED TO THE DOMAIN NAME, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT

(INCLUDING IN THE CASE OF NEGLIGENCE BY THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES), OR OTHERWISE. THE REGISTRY OPERATOR'S LIABILITY FOR ANY BREACH OF A CONDITION OR WARRANTY IMPLIED BY ANY OF THE REGISTRY OPERATOR POLICIES, INCLUDING THE NAMING POLICY, ACCEPTABLE USE POLICY, REGISTRANT AGREEMENT, PRIVACY & WHOIS POLICY, COMPLAINT RESOLUTION SERVICE, AND/OR THE REGISTRY-REGISTRAR AGREEMENT SHALL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE TO ONE OF THE FOLLOWING (AS THE REGISTRY OPERATOR MAY DETERMINE IN ITS SOLE DISCRETION:

- a. SUPPLYING THE DOMAIN NAME AGAIN; OR
- b. PAYING THE REASONABLE COST INCURRED OF HAVING THE SERVICES SUPPLIED AGAIN.

ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY OPERATOR AND THE REGISTRY OPERATOR RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING," DENIAL OF SERVICE ATTACK, VIRUS, WORM, OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN NAME OR SERVICES RELATED TO THE DOMAIN NAME.

IN THE EVENT THAT THE REGISTRY OPERATOR OR A REGISTRY OPERATOR RELATED PARTY TAKES ACTION WITH RESPECT TO A REGISTRY DOMAIN NAME PURSUANT TO THE REGISTRY OPERATOR POLICIES, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY THE REGISTRY OPERATOR AND/OR A REGISTRY OPERATOR RELATED PARTY, BY OR THROUGH THE REGISTRY OPERATOR'S COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE DOMAIN NAME OR, AT THE SOLE DISCRETION OF THE REGISTRY OPERATOR, A REFUND OF THE REGISTRATION FEE, RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM) OR REDEMPTION FEE, WHICH

REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS EXHIBIT.

IN ADDITION, THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES ARE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, TELECOMMUNICATION FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE REGISTRY OPERATOR TOP-LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF THE REGISTRY OPERATOR AND/OR REGISTRY OPERATOR RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY OPERATOR OR REGISTRY OPERATOR RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR THE REGISTRY OPERATOR OR REGISTRY OPERATOR RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE OF ANY TIME SHALL BE, AT THE SOLE DISCRETION OF THE REGISTRY OPERATOR OR THE REGISTRY OPERATOR RELATED PARTIES, THE RESUPPLY OF THE DOMAIN NAME OR A REFUND OF THE REGISTRATION FEE, REDEMPTION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS EXHIBIT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION AGAINST REGISTRY OPERATOR NOT FLOWING FROM THIS EXHIBIT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO THE REGISTRY OPERATOR OR REGISTRY OPERATOR RELATED PARTIES BY THE REGISTRANT.

14. **Notices.** Notices to the Registry Operator shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., DHL) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

CEOTLD Pty Ltd  
322/5 Lime Street, Sydney  
2000  
AUSTRALIA

Notices mailed by official mail shall be deemed delivered on signed receipt. Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable receipted commercial courier service (e.g., DHL) in the manner of quickest

delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the Registry Operator or its agent such as a Registry Operator Related Party, by email or fax to the Registrant, such notice to be deemed delivered upon transmission.

15. **Governing Law/Forum Selection.** For all disputes in which the Registry Operator may be or is a party, this Registrant Agreement shall be exclusively governed by and construed in accordance with the laws of the Commonwealth of Australia and applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrant hereby irrevocably consents to the exclusive jurisdiction of the Courts of the Commonwealth of Australia, for any and all claims or disputes directed against the Registry Operator and which arise out of, purport to enforce, construe, or otherwise relate to the Domain Name, this Exhibit, or Registry Operator Policies. The exclusive venue for such action shall be the Courts of the Commonwealth of Australia. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the Registry Operator, disputes not involving the Registry Operator as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between an accredited Registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the sponsoring Registrar); provided, however, that no such separate agreement may modify or waive either the Registry Operator's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in the Commonwealth of Australia for disputes in which the Registry is or may be a party, as described above.
16. **Ownership of Information and Data.** Subject to any limitations of the privacy laws of the Commonwealth of Australia, Registrant agrees and acknowledges that the Registry Operator and/or any Registry Operator delegee shall own all database, compilation, collective, and similar rights, title, and interests worldwide in any Domain Name database(s) and all information and derivative works generated from the Domain Name database(s), and that such Domain Name database may include, without limitation, any information supplied by Registrant or by the Registry Operator that appears or should appear in the Whois or similar information repositories, and any other information generated or obtained in connection with providing Domain Name registration services.
17. **Severability.** If any provision of this Exhibit or the Registry Operator Policies is held invalid, unenforceable, or void, the remainder of the Exhibit or the Registry Operator Policies, as applicable, shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of the Registrar, Registry Operator, and Registrant in executing this Agreement.

18. **No Waiver.** The failure of either Registrant or Registry Operator at any time to enforce any right or remedy available to it under this Exhibit with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.
19. **Full Integration.** This Exhibit, as it may be modified at any time and from time to time as provided for herein, together with the Registry Operator Policies, as they may be modified at any time and from time to time, expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and Registrar for the benefit of the Registry Operator relating to the Domain Name. No prior or contemporaneous written, oral, and/or electronic representation, negotiation, or agreement form a part of this Exhibit, and this Exhibit supersedes all prior written, oral, or electronic agreements between the Registrant and the Registry Operator relating to the Requested Domain Name. Additional agreements, if any, may be entered into between the Registrant and Registrar relating to Domain Name services provided by such Registrar, provided that no such additional agreement may waive, alter, or supersede any provision of this Exhibit, neither may such an additional agreement impose any obligation upon the Registry Operator without the Registry Operator's express prior written consent. If there is any conflict between such additional agreements and this Exhibit, this Exhibit shall prevail.
20. **Written Agreement.** This Exhibit constitutes a written agreement between the Registrant and Registrar for the benefit of the Registry Operator even though the Registrant's Request may be dispatched electronically, and even though the Registry Operator may accept the Request electronically. A printed version of this Exhibit, and of any notice given in electronic form related to this Exhibit, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.
21. **Assignment.** The parties agree that the Registry Operator may assign, sub-assign, transfer, sell, license, or sub-license its rights and obligations under this Agreement or any portion thereof to a third party without prior written notice to the Registrant.
22. **Survival of Obligations.** The parties agree that clauses 8 (Scope of Registration), 9 (Registrant Representations and Warranties), 10 (Breach and Cure), 11 (Disputes Between Registrants), 12 (Indemnity), 13 (DISCLAIMER AND LIMITATION OF LIABILITY), 14 (Notices), 15 (Governing Law/Forum Selection), 16 (Ownership of Information and Data), and 17 (Severability) shall survive the expiry or termination of this Exhibit.
23. **Headings.** The headings of Sections contained in this Exhibit are inserted solely for convenience and ease of reference only and shall not constitute any part of this agreement, or have any effect on its interpretation or construction
24. **Third Party Beneficiary.** The Registry Operator is an intended third party beneficiary of this Exhibit with rights to enforce its terms. The Registrant agrees to

cooperate with the Registry Operator or Registrar in compliance-related matters.  
There are no other third party beneficiaries of this Exhibit.

**THIS EXHIBIT IS AND THE REGISTRY OPERATOR POLICIES ARE EFFECTIVE AND BINDING AS OF THE TIME OF SUBMISSION, BY THE REGISTRANT, OF A REQUEST FOR A DOMAIN NAME OR AT THE TIME OF PAYMENT,WHICHEVER IS EARLIER.**

## Exhibit AD

### Additional Terms and Conditions for .kiwi TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AD shall apply only with respect to the .kiwi TLD. Except as expressly modified by this Exhibit AD, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AD have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AD, the terms and conditions of this Exhibit AD shall prevail.
2. The Registry Operator for the .kiwi TLD shall be Dot Kiwi Limited, a New Zealand limited liability company with its principle place of business located at level 2, 65 Upper Queen Street, Eden Terrace, Auckland 1010, New Zealand. Registry Operator has been appointed to be the administrator of the .kiwi TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .kiwi TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .kiwi TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/kiwi>), the relevant portions of which are incorporated herein by this reference.
3. By applying to register or renew a Domain Name in the .kiwi TLD or by registering one or more Domain Name(s), the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of this Exhibit, as well as the other policies posted as may be found on the Registry Operator’s website (“**Registry Operator Policies**”).
4. Registrant acknowledges and agrees that the Registry Operator reserves the right to deny, cancel, or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (b) to correct mistakes made by the Registry Operator or any Provider in connection with a domain name registration; (c) if required by a URS, UDRP, DRS, or CRS proceeding; or (d) for the non-payment of fees to the Registry Operator.
5. Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant’s Domain Name registration. This Section 5 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.

This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

6. Registrant agrees to refrain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Consequences for such activities include suspension of the Domain Name.



## Exhibit AE

### Additional Terms and Conditions for Registrations of TLDs Administered by Afilias

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AE shall apply only with respect to the .black, .blue, .kim, .移动, .lgbt, .organic, .poker, .shiksha, .red, .pink, .archi, .bio and .ski TLDs (“**Afilias TLDs**”). Except as expressly modified by this Exhibit AE, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AE have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit AE, the terms and conditions of this Exhibit AE shall prevail.
- 2.** The Registry Operator for the Afilias TLDs shall be Afilias Limited, a company organized under the laws of Ireland, with its principal place of business located at 2 La Touche House, IFSC, Dublin 1, Ireland. Registry Operator has been appointed to be the administrator of the Afilias TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Afilias TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the Afilias TLDs (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the Afilias TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty (30) days’ notice by Registry Operator to Registrar.

6. **Public Interest Commitments.** You agree to comply with the public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided by Registry Operator from time to time.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”).
9. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the Afilias TLDs as published by Afilias from time to time, including, without limitation, any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Afilias for the Afilias TLDs (including without limitation the Trademark Clearinghouse), and You further acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Afilias TLDs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility; or (6) to correct mistakes made by Afilias or any registrar in connection with a Domain Name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit AF

### Additional Terms and Conditions for .build TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AF shall apply only with respect to the .build TLD. Except as expressly modified by this Exhibit AF, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AF have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AF, the terms and conditions of this Exhibit AF shall prevail.
- 2.** The Registry Operator for the .build TLD shall be Plan Bee LLC, a California limited liability company, with its principal place of business located at 427 North Camden Drive, Beverly Hills, CA 90210 USA. Registry Operator has been appointed to be the administrator of the .build TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .build TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .build TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/build>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
- 5. Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“**UDRP**”).
- 6. Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.

7. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .build TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .build TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
9. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the registration agreement; (6) following an occurrence of any of the prohibited activities described in Section 8 above; or (7) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
10. **Dispute Proceedings.** You agree to submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Operator's policies, including but not limited to processes for suspension of a Domain Name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .build registry.
11. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .build 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 Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the .build TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC shall survive any termination of this Agreement.

Exhibit AG

*[Intentionally Omitted.]*

## Exhibit AH

### Additional Terms and Conditions for .rich TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AH shall apply only with respect to the .rich TLD. Except as expressly modified by this Exhibit AH, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AH have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AH, the terms and conditions of this Exhibit AH shall prevail.
- 2.** The Registry Operator for the .rich TLD shall be I-REGISTRY Ltd., Niederlassung Deutschland, a corporation organized under the law of Germany, with its principal place of business located at Friedrichstr. 90, 10117 Berlin, Germany. Registry Operator has been appointed to be the administrator of the .rich TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .rich TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .rich TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/rich>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in the .rich TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. When the policies are available both in German and English, the German version governs and the English version is provided for convenience only.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.
- 5. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries,

- officers, directors, and employees; (4) to stop or prevent any violation of the terms of the registration agreement; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) to ensure compliance with ICANN policies or Registry Operator Policies. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
6. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
  7. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**"). The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
    - a. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
    - b. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
    - c. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.
  8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
  9. **Proxies.** If You are using a proxy, privacy software, and/or a third party service provider to register Your Domain Name, such proxy, privacy software, and/or third party service provider shall be deemed the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and applicable laws are the responsibility of the Registrant.
  10. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the .rich TLD. Registry Operator may enforce its rights with regard to compliance, validity, security, UDRP, misuse or abuse. Registry Operator may also contact Registrant in order to enforce the above

rights or with regard to Registry Operator's charity activities. Additionally, the third party beneficiary rights of Registry Operator shall survive any termination of this Agreement.

11. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.



## Exhibit AI

### Additional Terms and Conditions for .best TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AI shall apply only with respect to the .best TLD. Except as expressly modified by this Exhibit AI, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AI have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AI, the terms and conditions of this Exhibit AI shall prevail.
- 2.** The Registry Operator for the .best TLD shall be BestTLD Pty Ltd, a company formed under the laws of Australia. Registry Operator has been appointed to be the administrator of the .best TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .best TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .best TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/best>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS or UDRP; or (4) for the non-payment of fees to the Registry Operator.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.
- 5. Registry Operator Policies.** By applying to register or renew a Domain Name in the .best TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. Registry Operator reserves the right to modify the Registry Operator Policies from time to time in a non- arbitrary manner and applicable to all registrars and consistent with the Registry Agreement, provided Registry provides Registrar prior written notice of any changes to the Registry Operator Policies at least one

hundred and eighty (180) calendar days in advance of such changes to the Registry Operator Policies.

## Exhibit AJ

### Additional Terms and Conditions for .onl TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AJ shall apply only with respect to the .onl TLD. Except as expressly modified by this Exhibit AJ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AJ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AJ, the terms and conditions of this Exhibit AJ shall prevail.
- 2.** The Registry Operator for the .onl TLD shall be I-REGISTRY Ltd., Niederlassung Deutschland, a corporation organized under the law of Germany, with its principal place of business located at Friedrichstr. 90, 10117 Berlin, Germany. Registry Operator has been appointed to be the administrator of the .onl TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .onl TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .onl TLD (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries/onl>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in the .onl TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. When the policies are available both in German and English, the German version governs and the English version is provided for convenience only.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.
- 5. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to stop or prevent any violation of the terms of

- the registration agreement; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) to ensure compliance with ICANN policies or Registry Operator Policies. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
6. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
  7. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"). The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
    - a. The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
    - b. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
    - c. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.
  8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
  9. **Proxies.** If You are using a proxy, privacy software, and/or a third party service provider to register Your Domain Name, such proxy, privacy software, and/or third party service provider shall be deemed the Registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations, and applicable laws are the responsibility of the Registrant.
  10. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the .onl TLD. Registry Operator may enforce its rights with regard to compliance, validity, security, UDRP, misuse or abuse. Registry Operator may also contact Registrant in order to enforce the above rights or with regard to Registry Operator's charity activities. Additionally, the third

party beneficiary rights of Registry Operator shall survive any termination of this Agreement.

11. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.

## Exhibit AK

### Additional Terms and Conditions for .voting TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AK shall apply only with respect to the .voting TLD. Except as expressly modified by this Exhibit AK, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AK have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AK, the terms and conditions of this Exhibit AK shall prevail.
2. The Registry Operator for the .voting TLD shall be Valuetainment Corp., a corporation organized under the law of Switzerland with its principal place of business located at Wigärtlistrasse 7, 8274 Tägerwilen, Switzerland. Registry Operator has been appointed to be the administrator of the .voting TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .voting TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .voting TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/voting-2013-11-13-en>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
4. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (2) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (3) for the non-payment of fees to Registry Operator. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
5. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .voting TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s

website (“**Registry Operator Policies**”), which are incorporated herein by this reference.

6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## Exhibit AL

### Additional Terms and Conditions for .nyc TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AL shall apply only with respect to the .nyc TLD. Except as expressly modified by this Exhibit AL, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AL have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AL, the terms and conditions of this Exhibit AL shall prevail.
- 2.** The Registry Operator for the .nyc TLD shall be the City of New York by and through the New York City Department of Information Technology and Telecommunications, a city government established pursuant to the Charter of the City of New York, with its principal place of business located at 255 Greenwich Street, 9th Floor, New York, New York 10007, USA. Registry Operator has been appointed to be the administrator of the .nyc TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .nyc TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .nyc TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/nyc-2014-01-23-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. You shall comply with the .nyc Acceptable Use Policy available at <http://www.nic.nyc/acceptable-use-policy.html>, the relevant portions of which are incorporated herein by this reference.
- 5. Registry Operator Policies.** By applying to register or renew a Domain Name in the .nyc TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference.



6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
7. **Compliance with Laws.** You agree to comply with all applicable national, state or local laws, regulations or court orders in relation to Your Domain Name.

## Exhibit AM

### Additional Terms and Conditions for .bar TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AM shall apply only with respect to the .bar TLD. Except as expressly modified by this Exhibit AM, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AM have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AM, the terms and conditions of this Exhibit AM shall prevail.
- 2.** The Registry Operator for the .bar TLD shall be PUNTO 2012, S.A.P.I. DE C.V., with its offices located at Juan Escutia No 29, Col. Condesa, Del Cuauhtemoc, Mexico, D.F. 06140. Registry Operator has been appointed to be the administrator of the .bar TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .bar TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .bar TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/bar-2013-12-12-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
- 5. Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

6. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .bar TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator's website ("**Registry Operator Policies**"), which are incorporated herein by this reference.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
9. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**").
10. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
11. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .bar TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .bar TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
12. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; or (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## Exhibit AN

### Additional Terms and Conditions for .wiki, .ink, and .rest TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AN shall apply only with respect to the .wiki, .ink, and .rest TLDs. Except as expressly modified by this Exhibit AN, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AN have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AN, the terms and conditions of this Exhibit AN shall prevail.
- 2.** The Registry Operator for the .wiki, .ink, and .rest TLDs shall be Top Level Design LLC, with its offices located at 742 Ocean Club Place, Fernandina Beach, FL 32034 USA. Registry Operator has been appointed to be the administrator of the .wiki, .ink, and .rest TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .wiki, .ink, and .rest TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .wiki, .ink, and .rest TLDs (the applicable agreement, the “**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/wiki-2013-11-07-en>, <https://www.icann.org/resources/agreement/ink-2013-12-05-en> and <https://www.icann.org/resources/agreement/rest-2013-12-20-en> respectively), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
- 5. Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable

laws on the provision of such services and including security measures applicable to that sector.

6. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .wiki, .ink, and .rest TLDs, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator's website ("**Registry Operator Policies**"), which are incorporated herein by this reference.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
9. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**").
10. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
11. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .wiki, .ink, and .rest TLDs, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .wiki, .ink, and .rest TLDs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
12. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; or (5) to correct mistakes made by Registry Operator or any registrar in connection with a

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

## Exhibit AO

### Additional Terms and Conditions for .versicherung TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AO shall apply only with respect to the .versicherung TLD. Except as expressly modified by this Exhibit AO, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AO have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AO, the terms and conditions of this Exhibit AO shall prevail.
- 2. The Registry Operator for the .versicherung TLD shall be TLD-BOX Registrydienstleistungen GmbH,** a corporation organized under the law of Austria, with its principal place of business located at Jakob-Haringer-Straße 8, 5020 Salzburg, Austria, which has assumed the agreement between the U.S. Department of Commerce (“DoC”), and dotversicherung-registry GmbH regarding the registration of Domain Names in the .versicherung TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/versicherung/versicherung-agmt-pdf-20mar14-en.pdf>), the relevant portions of which are incorporated herein by this reference. Registry Operator has been appointed to be the administrator of the .versicherung TLD by the DoC, and to operate a shared registration system, TLD nameservers, and other equipment for the .versicherung TLD.
- 3. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
- 4. Registry Operator Policies.** By applying to register or renew a Domain Name in the .versicherung TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of any policies, rules and procedures including those for Domain Name dispute resolution, specifications, procedures, guidelines, programs or criteria implemented by Registry Operator, at its reasonable discretion, and revised or amended from time to time (“**Registry Operator Policies**”), which are incorporated herein by this reference. When the policies are available both in German and English, the English version governs and the German version is provided for convenience only.
- 5. Indemnification.** Registrant is fully responsible for the registration and use of the Domain Name and shall indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator and its service providers, shareholders, and directors, officers, and employees and agents from and against any claim, damages, liabilities, costs, and expenses (including reasonable lawyer fees) arising out of or

relating to the Registrant's Domain Name registration and/or use. This Section 5 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 5 shall survive the termination or expiration of the Agreement.

6. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to change the status of the relevant Domain Name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend or transfer any registration that it deems necessary, in its complete discretion, in order to: (1) protect the integrity, security and stability of the registry; (2) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or any dispute resolution process; (3) avoid any liability on the part of Registry Operator, as well as its affiliates, shareholders, subsidiaries, officers, directors, and employees; (4) stop or prevent violations of any terms and conditions of this Agreement; (5) correct mistakes made by Registry Operator, its service providers or any registrar in connection with a Domain Name registration; or (6) ensure compliance with ICANN policies and/or Registry Operator Policies. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
7. **Duty to Update.** You shall immediately correct and update the registration information for the Registered Domain Name during the registration term.
8. **Compliance with ICANN Policies.** You shall comply with any policies (including but not limited to Consensus Policies and Temporary Policies), rules, specifications, procedures and/or programs specifically contemplated by the most current and in force ICANN registrar accreditation agreement as amended by time to time, the Registry Agreement, and/or otherwise mandated by ICANN at its absolute and complete discretion.
9. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 9, Registry Operator may suspend Your Domain Name.
10. **Use of Proxies.** You shall not use a proxy or privacy service to submit a Domain Name registration.
11. **Authorization.** You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .versicherung TLD. You shall report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .versicherung TLD in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.



12. **Compliance with Laws.** If You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by applicable law.
13. **Third Party Beneficiary.** You agree that, notwithstanding anything in this Agreement to the contrary, Registry Operator is and shall be an intended third party beneficiary of this Agreement, solely in relation to compliance, validity, security, URS, UDRP or misuse and abuse cases. This provision will survive termination or expiration of this Agreement.

Exhibit AP

[Reserved]

## Exhibit AQ

### Additional Terms and Conditions for Registrations of TLDs Administered by Top Level Domain Holdings Limited

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AQ shall apply only with respect to the TLDs that are administered by Top Level Domain Holdings Limited (“**Top Level**”) except the .bayern TLD, which is subject to the terms and conditions found in Exhibit AS, and the .nrw TLD, which is subject to the terms and conditions found in Exhibit BG. Except as expressly modified by this Exhibit AQ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AQ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit AQ, the terms and conditions of this Exhibit AQ shall prevail.
- 2. Top Level acts as Registry Operator for multiple TLDs.** The current list of TLD’s administered by Top Level can be found at <http://investors.mindsandmachines.com/> (except .bayern and .nrw, the “**Top Level TLDs**”). Top Level is a company formed under the laws of the British Virgin Islands, with its principal place of business located at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands VG 111. Top Level has been appointed to be the administrator of the Top Level TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Top Level TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the Top Level TLDs (“**Registry Agreements**” and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (*e.g.*, RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS or UDRP; or (4) for the non-payment of fees to the Registry Operator.
- 4. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations

Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.

5. **Registry Operator Policies.** By applying to register or renew a Domain Name in a Top Level TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator's website ("**Registry Operator Policies**"), which are incorporated herein by this reference.
6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
7. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the Top Level TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon notice by Registry Operator to Registrar.
8. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
9. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.

## Exhibit AR

### Additional Terms and Conditions for .desi TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AR shall apply only with respect to the .desi TLD. Except as expressly modified by this Exhibit AR, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AR have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AR, the terms and conditions of this Exhibit AR shall prevail.
- 2.** The Registry Operator for the .desi TLD shall be Desi Networks, LLC, a limited liability company organized under the law of the State of Maryland, USA, with its principal place of business located at Bethesda, MD. Registry Operator has been appointed to be the administrator of the .desi TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .desi TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .desi TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/desi-2013-11-14-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) for breach this Agreement; (4) if required by a URS or UDRP; or (5) for the non-payment of fees to the Registry Operator.
- 4. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.
- 5. Registry Operator Policies.** By applying to register or renew a Domain Name in a .desi TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s

website (“**Registry Operator Policies**”), which are incorporated herein by this reference.

6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
7. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .desi TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon notice by Registry Operator to Registrar.

## Exhibit AS

### Additional Terms and Conditions for .bayern TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AS shall apply only with respect to the .bayern TLD. Except as expressly modified by this Exhibit AS, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AS have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AS, the terms and conditions of this Exhibit AS shall prevail.
- 2.** The Registry Operator for the .bayern TLD shall be Bayern Connect GmbH, a limited liability company formed under the laws of Germany. Registry Operator has been appointed to be the administrator of the .bayern TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .bayern TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .bayern TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/bayern-2014-01-23-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in a .bayern TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at: [http://mm-registry.com/wp-content/uploads/2014/04/Bayern-Registry-Policies\\_English.pdf](http://mm-registry.com/wp-content/uploads/2014/04/Bayern-Registry-Policies_English.pdf)), which are incorporated herein by this reference.
- 4. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (*e.g.*, RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS or UDRP; (4) under the terms of the Registry Operator Policies; or (5) for the non-payment of fees to the Registry Operator.
- 5. Indemnification.** You shall indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees according to the Rechtsanwaltsvergütungsgesetz (RVG) or any other legislation or regulation that may be force at the time and expenses arising out of or relating to, for any reason whatsoever, Your domain name registration. This Section 5 does not limit any further

indemnification obligations Registrant may have under other terms of the Agreement. This Section 5 shall survive the termination or expiration of the Agreement.

6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 6, Registry Operator may suspend Your Domain Name.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .bayern TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon ninety (90) days' notice by Registry Operator to Registrar.



## Exhibit AT

### Additional Terms and Conditions for .london TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AT shall apply only with respect to the .london TLD. Except as expressly modified by this Exhibit AT, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AT have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AT, the terms and conditions of this Exhibit AT shall prevail.
- 2.** The Registry Operator for the .london TLD shall be Dot London Domains Limited, a company formed under the laws of United Kingdom. Registry Operator has been appointed to be the administrator of the .london TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .london TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .london TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/london-2013-11-14-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in a .london TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at: <http://www.dotlondondomains.london/registry-policies/>), which are incorporated herein by this reference.
- 4. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (*e.g.*, RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS or UDRP; (4) under the terms of the Registry Operator Policies; or (5) for the non-payment of fees to the Registry Operator.
- 5. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 5 does not limit any further

indemnification obligations Registrant may have under other terms of the Agreement. This Section 5 shall survive the termination or expiration of the Agreement.

6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 6, Registry Operator may suspend Your Domain Name.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .london TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon ninety (90) days' notice by Registry Operator to Registrar.

## Exhibit AU

### Additional Terms and Conditions for .vegas TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AU shall apply only with respect to the .vegas TLD. Except as expressly modified by this Exhibit AU, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AU have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AU, the terms and conditions of this Exhibit AU shall prevail.
- 2.** The Registry Operator for the .vegas TLD shall be Dot Vegas, Inc., a company organized under the laws of the State of Nevada with its principal place of business located at 6325 S. Jones Blvd. Suite 500, Las Vegas, Nevada 89118. Registry Operator has been appointed to be the administrator of the .vegas TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .vegas TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .vegas TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/vegas-2014-01-16-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .vegas TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon ninety (90) days’ notice by Registry Operator to Registrar.

6. **Public Interest Commitments.** You agree to comply with the public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided by Dot Vegas from time to time.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”).
9. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .vegas TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .vegas TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; (5) for the non-payment of fees to the Registry Operator; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## Exhibit AV

### Additional Terms and Conditions for .hiv TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AV shall apply only with respect to the .hiv TLD. Except as expressly modified by this Exhibit AV, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AV have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AV, the terms and conditions of this Exhibit AV shall prevail.
- 2.** The Registry Operator for the .hiv TLD shall be DotHIV gemeinnuetziger e.V., a non--profit association formed under the laws of Germany. Registry Operator has been appointed to be the administrator of the .hiv TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .hiv TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .hiv TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/hiv-2014-03-13-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .hiv TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon sixty (60) days’ notice by Registry Operator to Registrar.
- 6. Public Interest Commitments.** You agree to comply with the following public interest commitments and Government Advisory Committee safeguards. You shall:

- a. comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data and financial disclosures; and
  - b. if you collect or maintain sensitive health and financial data, implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
9. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .hiv TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .hiv TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; (5) for the non-payment of fees to the Registry Operator; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## Exhibit AW

### Additional Terms and Conditions for .cologne and .koeln TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AW shall apply only with respect to the .cologne and .koeln TLDs. Except as expressly modified by this Exhibit AW, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AW have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AW, the terms and conditions of this Exhibit AW shall prevail.
- 2.** The Registry Operator for the .cologne and .koeln TLDs shall be dotKoeln GmbH, a corporation organized under the laws of Austria. Registry Operator is a party to an agreement with ICANN regarding the registration of Domain Names in the .cologne and .koeln TLDs (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/koeln-2014-01-09-en>, <https://www.icann.org/resources/agreement/cologne-2014-02-05-en>) the relevant portions of which are incorporated herein by this reference.
- 3. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of the Your Personal Data by Registry Operator, its designees and agents in a manner consistent with the purposes specified in the agreement between Registry Operator and Registrant (“**Registry-Registrant Agreement**”), current ICANN policies, and with relevant mandatory local data protection, laws and privacy. You consent to the collection and use of Your Personal Data by Registry Operator in conformity with the terms the Registry Agreement, including but not limited to publication of registration data in the directory services, as well as Registry Data Escrow, and applicable laws. With respect to third party individuals whose Personal Data is provided by You to the registry system for Registered Domain Names in the .koeln or .cologne TLD you represent and guarantee that You have informed such third party individuals of the intended use by Registry Operator of their Personal Data.
- 4. Duty to Update.** You shall submit, maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable during the Registration Term for Your Registered Domain Name.
- 5. Registry Operator Terms, Policies, and Regulations.** You agree to obey to the Registry Operator’s general terms and conditions, policies and further regulation concerning the .koeln and .cologne TLDs.
- 6. Dispute Resolution.** You agree to submit to proceedings commended under other dispute policies as set forth by the Registry Operator from time to time in any policies, rules, and procedures, specifications, guidelines, programs or criteria

implemented by the Registry Operator, including but not limited to process for suspension of a domain name demanded intellectual property rights holders, internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the shared registration system, TLD nameservers, and other services operated by Registry Operator for the provision of services in relation to the .koeln and .cologne TLD.

7. **ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN's UDRP and URS and any other relevant proceedings defined by ICANN.
8. **Registry Operator's Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable ICANN rules or regulations, including without limitation the Registry agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator as well as its affiliates, subsidiaries, officers, directors and employees; (5) per the terms of the Registry Agreement; (6) to correct mistakes made by the Registry Operator or any Registrar in connection with a Domain Name registration; (6) during the resolution of a dispute.
9. **Accepted Use.** You will not engage in the distribution of malware, abusive operation botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws. Consequences for such activities include suspension of the registration or the Registered Domain Name.
10. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, the Registry Operator 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 Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to be a registrar for the .koeln and cologne TLD. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination of this Agreement.



## Exhibit AX

### Additional Terms and Conditions for .hamburg TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AX shall apply only with respect to the .hamburg TLD. Except as expressly modified by this Exhibit AX, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AX have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AX, the terms and conditions of this Exhibit AX shall prevail.
2. The Registry Operator for the .hamburg TLD shall be Hamburg Top-Level-Domain GmbH, a corporation organized under the law of Germany, with its principal place of business located at Gertigstrasse 28, 22303 Hamburg, Germany. Registry Operator has been appointed to be the administrator of the .hamburg TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .hamburg TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .hamburg TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/hamburg-2014-02-20-en>), the relevant portions of which are incorporated herein by this reference.
3. **Registry Operator Policies.** By applying to register or renew a Domain Name in a .hamburg TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference.
4. **Indemnification.** Registrant is fully responsible for the registration and use of Registrant’s Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.
5. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries,

- officers, directors, and employees; (4) to stop or prevent the violation of the terms of this Agreement; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) to ensure compliance with ICANN and/or Registry Operator Policies. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
6. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
  7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
  8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 8, Registry Operator may suspend Your Domain Name.
  9. **Authorization.** You represent that You possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .hamburg TLD. You shall report any material changes to the validity of Your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .hamburg TLD in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of the consumers You serve.

## Exhibit AY

### Additional Terms and Conditions for .global TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AY shall apply only with respect to the .global TLD. Except as expressly modified by this Exhibit AY, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AY have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AY, the terms and conditions of this Exhibit AY shall prevail.
- 2.** The Registry Operator for the .global TLD shall be Dot Global Registry Limited, a company incorporated under the laws of Ireland, with its principal place of business located at 6<sup>th</sup> floor, South Bank House, Barrow St., Dublin 4, Ireland, which has assumed the agreement between the U.S. Department of Commerce (“DoC”) and Dot Global AS regarding the registration of Domain Names in the .global TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/global/global-agmt-pdf-17apr14-en.pdf>), the relevant portions of which are incorporated herein by this reference. Registry Operator has been appointed by the DoC to be the administrator of the .global TLD and to operate a shared registration system, TLD nameservers, and other equipment for the .global TLD.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Registry Operator Policies.** By applying to register or renew a Domain Name in a .global TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference.
- 6. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its

designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.

7. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .global TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .global TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
9. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; or (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
10. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 10, Registry Operator may suspend Your Domain Name.

## Exhibit AZ

### Additional Terms and Conditions for Radix TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit AZ shall apply only with respect to the .website, .tech, .space, .online, .site, .host and .press TLDs (“**Radix TLDs**”). Except as expressly modified by this Exhibit AZ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit AZ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit AZ, the terms and conditions of this Exhibit AZ shall prevail.
- 2.** The Registry Operator for the Radix TLDs shall be a wholly-owned subsidiary of Radix FZC, a company incorporated in Ras Al Khaimah, UAE with its offices at: F/19, Business Centre 1 RAK Free Trade Zone Ras Al Khaimah UAE. Registry Operator has been appointed to be the administrator of the Radix TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the Radix TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the Radix TLDs (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (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, or any dispute resolution process; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) for the non-payment of fees to the Registry Operator. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- 4. Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and You must implement security measures commensurate with the offering of such services.

5. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 5, Registry Operator may suspend Your Domain Name.
6. **Registry Operator Policies.** By applying to register or renew a Domain Name in a Radix TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator's website ("**Registry Operator Policies**," currently available at <http://www.radixregistry.com>), which are incorporated herein by this reference. Additional or revised Registry Operator Policies shall be effective upon ninety (90) days' notice by Registry Operator to Provider unless mandated by ICANN with a shorter notice period.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Price Variation.** You expressly agree that registration and renewal fees for some Domain Names in the Radix TLDs are variable and shall differ from registration and renewal fees for other domain names within that Radix TLD.
9. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the Radix TLDs, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Radix TLDs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
10. **Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant's Domain Name registration. This Section 10 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 10 shall survive the termination or expiration of the Agreement.

## Exhibit BA

### Additional Terms and Conditions for .qpon TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BA shall apply only with respect to the .qpon TLD. Except as expressly modified by this Exhibit BA, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BA have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BA, the terms and conditions of this Exhibit BA shall prevail.
- 2.** The Registry Operator for the .qpon TLD shall be dotCOOL, Inc. a Delaware Corp., with its principal place of business located at 911 Western Ave., Suite 565, Seattle, WA, 98104. Registry Operator has been appointed to be the administrator of the .qpon TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .qpon TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .qpon TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/qpon-2013-11-14-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (3) for the non-payment of fees to the Registry Operator.
- 4. Registry Operator Policies.** By applying to register or renew a Domain Name in the .qpon TLD, You hereby acknowledge that You have read and agree to be bound by the terms of service and acceptable use policy posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference.
- 5. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 5, Registry Operator may suspend Your Domain Name.
- 6. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns

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 Registrant's Domain Name registration. This Section 6 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 6 shall survive the termination or expiration of the Agreement.

7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .qpon TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon ninety (90) days' notice by Registry Operator to Registrar.
9. **Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name.



## Exhibit BB

### Additional Terms and Conditions for .moscow and .mockba TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BB shall apply only with respect to the .moscow and .mockba TLDs. Except as expressly modified by this Exhibit BB, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BB have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BB, the terms and conditions of this Exhibit BB shall prevail.
- 2.** The Registry Operator for the .moscow and .mockba TLDs shall be the Foundation for Assistance for Internet Technologies and Infrastructure Development, a not-for-profit organization formed under the laws of Russia with a registered address of 2 Marshala Zhukova prospekt, Moscow, Russian Federation, 123308. Registry Operator has been appointed to be the administrator of the .moscow and .mockba TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .moscow and .mockba TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .moscow and .mockba TLDs (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/moscow-2013-12-19-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”).

## Exhibit BC

### Additional Terms and Conditions for .saarland TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BC shall apply only with respect to the .saarland TLD. Except as expressly modified by this Exhibit BC, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BC have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BC, the terms and conditions of this Exhibit BC shall prevail.
- 2.** The Registry Operator for the .saarland TLD shall be dotSaarland GmbH, a limited liability company organized under the law of Germany, with its principal place of business located at Im oberen Werk 1, 66386 St. Ingbert, Germany. Registry Operator has been appointed to be the administrator of the .saarland TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .saarland TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .saarland TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/saarland-2013-12-12-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (5) if required by ICANN policy, court order or other authorities; or (6) for the non-payment of fees to the Registry Operator. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.

5. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .saarland TLD, You hereby acknowledge that You have read and agree to be bound by the terms of service and acceptable use policy posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. Any violation of the Registry Operator Policies by You may result in the suspension or deletion of your Domain Name.
6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 6, Registry Operator may suspend Your Domain Name.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .saarland TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement.

## Exhibit BD

### Additional Terms and Conditions for .ltda TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BD shall apply only with respect to the .ltda TLD. Except as expressly modified by this Exhibit BD, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BD have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BD, the terms and conditions of this Exhibit BD shall prevail.
- 2.** The Registry Operator for the .ltda TLD shall be InterNetX Corp., a company organized under the laws of Florida with its principal place of business located at 601 Brickell Key Drive, Suite 1020, Miami, FL 33131, USA. Registry Operator has been appointed to be the administrator of the .ltda TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .ltda TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .ltda TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/ltda-2014-04-17-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Registry Operator Policies.** By applying to register or renew a Domain Name in the .ltda TLD, You hereby acknowledge that You have read and agree to be bound by the terms of service and acceptable use policy posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. Any violation of the Registry Operator Policies by You may result in the suspension or deletion of your Domain Name.
- 5. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 6. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .ltda TLD established from time

to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement.

7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
8. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
9. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .ltda TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .global TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
10. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement; (5) for the non-payment of fees to the Registry Operator; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## Exhibit BE

### Additional Terms and Conditions for .africa, .capetown, .durban and .joburg TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BE shall apply only with respect to the .africa, .capetown, .durban and .joburg TLDs. Except as expressly modified by this Exhibit BE, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BE have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BE, the terms and conditions of this Exhibit BE shall prevail.
2. The Registry Operator for the .africa, .capetown, .durban and .joburg TLDs shall be ZA Central Registry NPC, a company registered in accordance with the laws of South Africa with registration number 1988/004299/08, its successors or permitted assigns. Registry Operator has been appointed to be the administrator of the .africa, .capetown, .durban and .joburg TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .africa, .capetown, .durban and .joburg TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .africa, .capetown, .durban and .joburg TLDs (“**Registry Agreement**” available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of which are incorporated herein by this reference.
3. Should You fail to pay any of the fees due, the Registrar may, without derogating from any other right which it may have in terms of this Agreement or otherwise, and without notice, withdraw the Registered Domain Name.
4. Under no circumstances whatsoever will the Registry Operator or Registrar be obliged to refund any fees paid by You.
5. The Registry Operator or the Registrar will under no circumstances whatsoever be obliged to determine the right of You to the Domain Name. Domain Names are delegated on a "first---come---first served" basis (unless the Request is made as part of the namespace launch phase) and the delegation of the Domain Name by the Registry Operator will in no way constitute any indication or warranty of Your right to utilize such name.
6. The Registry Operator and Registrar give no warranties of any nature whatsoever with regard to the Domain Name, the registration or use thereof and hereby disclaim all such warranties, whether express or implied.

7. Under no circumstances whatsoever will the Registry Operator or Registrar be obliged to act as an arbiter of disputes arising out of the registration and use of the Domain Name.
8. Should a third party (the “Complainant”), in contemplation of legal action against You in court or as described in the following Section, present the Registry Operator or Registrar with prima facie evidence that indicates that the Domain Name violates the rights of the Complainant, then the Registry Operator will be entitled to provide the Complainant with Your name and contact particulars. All further communication will exclude the Registry Operator and the Registrar, and who will have no further obligations to You or Complainant.
9. You accept the jurisdiction of any dispute resolution mechanism established in respect of the Namespace by the Registry Operator, ICANN or by applicable law, as the case may be, in disputes relating to the Domain Name, including the Uniform Domain Name Dispute Resolution Policy (“UDRP”) and the Uniform Rapid Suspension (“URS”), and agrees to be bound by any decision that may result.
10. You hereby irrevocably represent, warrant and agree that:
  - a. the information provided in the Request is accurate and complete, and that You will keep such information up to date at all times;
  - b. You have the right without restriction to use and register the Domain Name;
  - c. to the best of Your knowledge and belief the registration of the Domain Name or its use does not and will not directly or indirectly infringe any legal right of any third party in any jurisdiction, including with respect to trade mark, service mark, trade name, company name, close corporation name, copyright or any other intellectual property right;
  - d. You will not use the Domain Name for any unlawful purpose whatsoever, including, without limitation, distributing malware, abusively operating botnets, defamation, unfair competition, passing off, phishing, piracy, counterfeiting, fraudulent or deceptive practices or generally for the purpose of confusing or misleading any person;
  - e. at the time of the initial submission of the Request, and at all material times thereafter, You must have an operational name service from at least two operational name servers for the Domain Name. Each server is and will continue to be fully connected to the Internet and capable of receiving queries relating to the Domain Name and responding thereto; and
  - f. You have selected the Domain Name without any input, influence or assistance from the Registry Operator and/or Registrar.

11. Pursuant to the above warranties, You hereby agree that You will defend, indemnify and hold harmless the Registrar and the Registry Operator, their directors, officers, members, employees and agents, for any loss, damage, expense or liability resulting from any claim, action or demand arising out of or related to a breach of the aforementioned warranties or the use or registration of the Domain Name, including reasonable attorneys' fees on an attorney and own client basis. Such claims will include, without limitation, those based upon trade mark infringement, copyright infringement, dilution, unfair competition, passing off, defamation or injury to reputation. The Registrar agrees to give You written notice of any such claim, action or demand within reasonable time of becoming aware thereof. You agree that the Registry Operator and /or the Registrar will be defended by attorneys of their own respective choices at Your expense, and that You will advance the costs incurred in such litigation, to the respective parties on demand from time to time.
12. You agree that the Registry Operator or Registrar will have the right to withdraw the Domain Name delegation, suspend operation of the Domain Name, or transfer the Domain Name (as the case may be):
  - a. in the circumstances contemplated in Section;
  - b. should You breach any warranty given under Section 10;
  - c. if You withdraw Your consent for processing of Personal Information described in Section 14;
  - d. should You breach any other provision of this Agreement, and fail to remedy such breach within fourteen (14) days of receiving written notice from the Registrar calling upon You to do so;
  - e. in order to correct mistakes by Registrar or the Registry Operator in registering the Domain Name pursuant to the published policies of Registry Operator or ICANN policy applicable to the Registrar;
  - f. on receipt of an order by any competent court having jurisdiction; or
  - g. on receipt of a decision by a dispute resolution provider appointed in terms of an official domain name Dispute Resolution Procedure introduced by law, or adopted and published by the Registry Operator or ICANN (if applicable).
13. In the event that the Registrar's accreditation is withdrawn by the Registry Operator, the Registry Operator may initiate a forced transfer of the Domain Name to another registrar.
14. Personal Information provided by You to the Registrar will be used in a manner generally accepted in the domain name industry, and in particular for the following purposes:



- a. use of Personal Information by the Registrar and Registry Operator in providing the registrar and registry services respectively and in particular providing a public WHOIS facility which may include the Personal Information;
  - b. inclusion of Personal Information in escrow deposits by the Registrar and Registry Operator held by third parties located both inside and outside of the respective countries in which they provide the services;
  - c. transfer of Personal Information to the Registry Operator's affiliates and service providers for the purposes of providing registry services wherever in the world such parties may be located;
  - d. transfer of Personal Information to a third party replacing the Registry Operator in providing the registry function in terms of the registry agreement between ICANN and the Registry Operator, wherever in the world such third party may be located.
15. In processing the Personal Information as set out in Section 14 the Registrar and Registry Operator may transfer such Personal Information to the parties described therein. If the Registrar is a reseller of registrar services, then the Personal Information will also be transmitted to the sponsoring registrar.
16. YOU CONSENT TO THE PROCESSING OF PERSONAL INFORMATION AS DESCRIBED IN SECTIONS 14 AND 15 AND ACKNOWLEDGE THAT REGISTRATION, TRANSFER OR RENEWAL OF THE DOMAIN NAME IS DEPENDENT ON SUCH CONSENT.
17. Provision of the Domain Name is dependent on Your consent, and the Domain Name may be suspended or withdrawn if You withdraw such consent.
18. THE REGISTRY ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS WILL UNDER NO CIRCUMSTANCES WHATSOEVER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, BUSINESS INTERRUPTION OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, DELICT, OR OTHERWISE, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
19. YOU WILL INDEMNIFY, DEFEND, AND HOLD THE REGISTRY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) RELATING TO OR ARISING OUT OF TO YOUR DOMAIN NAME REGISTRATION.

20. For adjudication of any legal disputes between You and the Registry Operator, You hereby consent to the jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria).
21. This Exhibit BE will be construed and interpreted in accordance with the law of the Republic of South Africa.
22. You acknowledge that the Registry Operator may oblige the Registrar to make changes to or supplement the Agreement or parts of the Agreement (“amendments”) if these amendments are reasonably necessary for the administration of the namespace. These amendments will be published on the Registry Operator’s websites from time to time.
23. You accept that it is incumbent on You to monitor such changes and You hereby agree that should You fail to notify the Registrar of Your wish not to be bound by such amendments within thirty (30) days of such amendment being published, You will conclusively be deemed to have acceded and agreed to the amendments thus published.
24. To the extent that the Registry Operator is granted rights, the relevant provisions of this Agreement will constitute an agreement for the benefit of a third party (stipulatio alteri) in the Registry Operator’s favor. Where the Registry Operator has lawfully assigned its rights and duties under the Registry Operator’s Agreement with the Registrar, the assignee will be the beneficiary under this clause.
25. In the event that any of these terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

## Exhibit BF

### Additional Terms and Conditions for .soy TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BF shall apply only with respect to the .soy TLD. Except as expressly modified by this Exhibit BF, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BF have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BF, the terms and conditions of this Exhibit BF shall prevail.
- 2.** The Registry Operator for the .soy TLD shall be Charleston Road Registry, Inc., a Delaware corporation. Registry Operator has been appointed to be the administrator of the .soy TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .soy TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .soy TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/soy-2014-01-23-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (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, or any dispute resolution process; (4) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) for the violation of the terms and conditions of this Agreement. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.

5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
6. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .soy TLD, You hereby acknowledge that You have read and agree to be bound by the terms of service and acceptable use policy posted on the Registry Operator's website ("**Registry Operator Policies**"), which are incorporated herein by this reference. Any violation of the Registry Operator Policies by You may result in the suspension or deletion of your Domain Name. Registry Operator Policies shall become effective upon thirty (30) days' notice (unless otherwise set forth by Registry Operator).
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
9. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 9, Registry Operator may suspend Your Domain Name.

## Exhibit BG

### Additional Terms and Conditions for .nrw TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BG shall apply only with respect to the .nrw TLD. Except as expressly modified by this Exhibit BG, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BG have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BG, the terms and conditions of this Exhibit BG shall prevail.
- 2.** The Registry Operator for the .nrw TLD shall be Minds + Machines GmbH, a limited liability company formed under the laws of Germany. Registry Operator has been appointed to be the administrator of the .nrw TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .nrw TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .nrw TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/nrw-2013-11-21-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Registry Operator Policies.** By applying to register or renew a Domain Name in the .nrw TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at <http://www.nic.nrw>), which are incorporated herein by this reference.
- 5. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 6. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .nrw TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable

to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon notice by Registry Operator to Registrar.

7. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 7, Registry Operator may suspend Your Domain Name.
8. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (*e.g.*, RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS or UDRP; (4) for the non-payment of fees to the Registry Operator; or (5) pursuant to the terms of the Registry Operator Policies.

## Exhibit BH

### Additional Terms and Conditions for .scot TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BH shall apply only with respect to the .scot TLD. Except as expressly modified by this Exhibit BH, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BH have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BH, the terms and conditions of this Exhibit BH shall prevail.
- 2.** The Registry Operator for the .scot TLD shall be Dot Scot Registry Limited, a not-for-profit company incorporated on September 30, 2009 (SC366311), with legal seat in Suite 119, 111 West George Street, Glasgow G2 1QX, Scotland, UK. Registry Operator has been appointed to be the administrator of the .scot TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .scot TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .scot TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/scot-2014-01-23-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in the .scot TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at <http://dotscot.net/policies/>), which are incorporated herein by this reference.
- 4. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 4 shall survive the termination or expiration of the Agreement.
- 5. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or

- criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) stop or prevent violations of this Agreement; (5) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (6) to ensure compliance with ICANN policies or Registry Operator Policies. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
6. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
  7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
  8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. If You violate this Section 8, Registry Operator may suspend Your Domain Name.
  9. **Third Party Beneficiary.** You agree that, notwithstanding anything in this Agreement to the contrary, Registry Operator is and shall be an intended third party beneficiary of this Agreement, entitled to enforce its rights vested by this Agreement. This Section 9 shall survive the termination or expiration of the Agreement.



Exhibit BI

[Reserved]

## Exhibit BJ

### Additional Terms and Conditions for .tirol TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BJ shall apply only with respect to the .tirol TLD. Except as expressly modified by this Exhibit BJ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BJ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BJ, the terms and conditions of this Exhibit BJ shall prevail.
- 2.** The Registry Operator for the .tirol TLD shall be punkt Tirol GmbH, a limited liability company formed under the laws of the Republic of Austria headquartered in Innsbruck, Austria. Registry Operator has been appointed to be the administrator of the .tirol TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .tirol TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .tirol TLD (“Registry Agreement” available at: <https://www.icann.org/resources/agreement/tirol-2014-04-24-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Registry Operator Is Not a Party to This Agreement.** For the avoidance of doubt, this Agreement is between You and Provider. Registry Operator is not a party to this Agreement.
- 5. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
- 6. Registry Operator Policies.** By applying to register or renew a Domain Name in the .tirol TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“Registry Operator Policies” available at <http://www.nic.tirol/ueber-uns/policies/>), which are incorporated herein by this reference, including, without

limitation, the policies “sunrise” and “landrush” policies. Additional or revised Registry Operator Policies shall be effective upon ninety (90) days’ notice by from Registry Operator to Provider unless a shorter notice period is mandated by ICANN.

7. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
9. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees and stockholders; (4) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; or (5) to ensure compliance with ICANN policies or the Registry Agreement. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

## Exhibit BK

### Additional Terms and Conditions for .how TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BK shall apply only with respect to the .how TLD. Except as expressly modified by this Exhibit BK, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BK have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BK, the terms and conditions of this Exhibit BK shall prevail.
2. The Registry Operator for the .how TLD shall be Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043. Registry Operator has been appointed to be the administrator of the .how TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .how TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .how TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/how-2014-01-23-en>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
4. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (ii) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (iii) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) to protect the integrity and stability of the registry system and the operation of the DNS; (v) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any

applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in this Agreement or the Registry Agreement.

5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
6. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .how TLD, including, without limitation, the sunrise period and the landrush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .space TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
7. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
8. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .how TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the Registry Operator's Domain Name Abuse Policy (available at <http://g.co/registryDomainAbuse>) and Startup Policy (available at <http://g.co/howStartupPolicy>) (collectively, "**Registry Operator Policies**"). Changes to the Registry Operator Policies and other policies issued by Registry Operator shall become effective upon thirty (30) days' notice.
9. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. The consequences for the violation of this Section 9 may include the suspension of Your Domain Name.
10. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

## Exhibit BL

### Additional Terms and Conditions for .top TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BL shall apply only with respect to the .top TLD. Except as expressly modified by this Exhibit BL, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BL have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BL, the terms and conditions of this Exhibit BL shall prevail.
- 2.** The Registry Operator for the .top TLD shall be Jiangsu Bangning Science & Technology Co., Ltd, , a limited corporation formed under the laws of the People's Republic of China. Registry Operator has been appointed to be the administrator of the .top TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .top TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .how TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/top-2014-03-20-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant's Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Registry Operator Policies.** By applying to register or renew a Domain Name in the .top TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator's website (“**Registry Operator Policies**” available at <http://www.nic.top/policy.html>), which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then that Registry Operator Policies will prevail to the extent of such inconsistency.
- 5. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. The consequences for the violation of this Section 5 may include the suspension of Your Domain Name.

6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

Exhibit BM

*[Intentionally Omitted]*



## Exhibit BN

### Additional Terms and Conditions for .brussels and .vlaanderen TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BN shall apply only with respect to the .brussels and .vlaanderen TLDs. Except as expressly modified by this Exhibit BN, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BN have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BN, the terms and conditions of this Exhibit BN shall prevail.
- 2.** The Registry Operator for the .brussels and .vlaanderen TLDs shall be DNS Belgium vzw a not for profit organization duly incorporated and validly existing under the laws of Belgium, with its principal place of business at Ubicenter, Philipssite 7, 3001 Leuven, Belgium. Registry Operator has been appointed to be the administrator of the .brussels and .vlaanderen TLDs by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .brussels and .vlaanderen TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .brussels and .vlaanderen TLDs (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/vlaanderen-2014-02-06-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in the .brussels or .vlaanderen TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at <https://www.dnsbelgium.be/en/domain-name/legal>), which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then that Registry Operator Policies will prevail to the extent of such inconsistency.
- 4. Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar. In particular, You must maintain throughout the registration term of a Domain Name registration a working e-mail address linked with the Domain Name.
- 5. Purpose of Registration.** You represent and warrant that your Request has been made and will continue to be in good faith, for a lawful purpose and that such Domain Name does not infringe the rights of any third party.
- 6. Good Faith Dispute Resolution.** You shall participate in good faith in any proceedings described in the applicable Registry Operator Policies, including those

applicable during launch program(s), and commenced by or against a You or third party.

7. **Acceptable Use.** You shall not use your Domain Name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations.
8. **Personal Data.** You acknowledge and accept that the Registry Operator may make use of Your Request and Customer Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorize its subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing Provider to render the domain name registration services hereunder in accordance with ICANN's policies.
9. **UDRP and URS.** You will adhere to (i) the rights protection mechanisms, procedures and processes set out in the respective Registry Operator Policies and (ii) Domain Name Dispute resolution proceedings under the URS and the UDRP concerning registered Domain Names, where applicable.
10. **Dispute Resolution.** You accept that the Registry Operator shall be entitled to reject your Request or suspend, revoke, or delete a Domain Name registration, at the discretion of the Registry Operator: (i) if and when the Registry Operator does not hold complete and accurate information as described in the respective Registry Operator Policies, or is not in compliance with any other provision of such Registry Operator Policies; (ii) to protect the integrity and stability of the registry system, and/or the operation and/or management of one or more TLDs; (iii) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority and/or any dispute resolution service provider the Registry Operator may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; (iv) to avoid any liability on behalf of the Registry Operator, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or (v) following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective Registry Operator Policies).
11. **Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant's Domain Name registration. This Section 11 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 11 shall survive the termination or expiration of the Agreement.

## Exhibit BO

### Additional Terms and Conditions for Registrations of Geographic TLDs Administered by GMO Registry

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BO shall apply only with respect to the geographic TLDs that are administered by GMO Registry (including, without limitation, .tokyo, .nagoya, .yokohama and any other geographic TLDs that may be listed on GMO Registry's web site, available at <http://www.gmoregistry.com/en/geotlds/>, the "**GMO TLDs**"). Except as expressly modified by this Exhibit BO, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BO have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit BO, the terms and conditions of this Exhibit BO shall prevail.
- 2.** The Registry Operator for the GMO TLDs shall be GMO Registry, Inc., a limited liability company incorporated under the laws of Japan, with its principal place of business at Cerulean Tower, 26-1 Sakuragaokacho, Shibuya ku, Tokyo, Japan. The Registry Operator has been appointed to be the administrator of the GMO TLDs by the U.S. Department of Commerce ("**DoC**") to operate a shared registration system, TLD nameservers, and other equipment for the GMO TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in each of the GMO TLDs ("**Registry Agreements**" and available at: <http://www.icann.org/en/about/agreements/registries>), the relevant portions of the relevant Registry Agreement are incorporated herein by this reference.
- 3. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant's Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures and practices established by the Registry Operator (available at <http://www.gmoregistry.com/en/geotlds/>).

6. **Compliance with Laws.** You agree to comply with any and all applicable national, state or local laws, regulations or court orders in relation to this Agreement.
7. **Duty to Update Request and Customer Data.** You agree to update and correct Your Request and all other Customer Data submitted by You as such information changes.
8. **Personal Data.** You acknowledge and accept that the Registry Operator may make use of Your Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service, of any such data, and authorize the Registry Operator's subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, and for the sole purposes of allowing the Registry Operator to render the Domain Name registration services hereunder.
9. **UDRP and URS.** You shall adhere to Domain Name dispute resolution proceedings under the UDRP and URS System concerning registered Domain Names, where applicable.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch phases of the GMO TLDs, the sunrise and land rush periods, and the corresponding dispute resolution processes, as set out in the Registry Operator Policies, and shall acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise or the land rush periods, including, but not limited to: (a) Your ability or inability to obtain a domain name registration during these periods, and (b) the results of any dispute procedures.
11. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
12. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (i) in the event of a violation of the preceding Section 11; (ii) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (iii) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors and employees; (iv) to protect the integrity and stability of the registry system and the operation of the DNS; (v) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (vi) per the terms of this Agreement or the Registry Agreement. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.



## Exhibit BP

### Additional Terms and Conditions for .ooo TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BP shall apply only with respect to the .ooo TLD. Except as expressly modified by this Exhibit BP, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BP have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BP, the terms and conditions of this Exhibit BP shall prevail.
- 2.** The Registry Operator for the .ooo TLD shall be Infibeam Incorporated Limited, a company incorporated under The Companies Act, 1956 under the laws of India, with a place of business located at 9<sup>th</sup> Floor, A Wing, Gopal Palace, Satellite Road, Nehrunagar, India. Registry Operator has been appointed to be the administrator of the .ooo TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .ooo TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .ooo TLD (“Registry Agreement” available at: <https://www.icann.org/resources/agreement/ooo-2014-01-09-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This Section 3 shall survive the termination or expiration of the Agreement.
- 4. Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (ii) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (iii) for the non-payment of fees to the Registry Operator.
- 5. Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise

engaging in activity contrary to applicable law. The consequences for the violation of this Section 5 may include the suspension of Your Domain Name.

6. **Avoidance of Confusion With the Triple Zero Emergency Call Service.** The Registry Operator prohibits the use of Domain Names that might cause confusion with the “Triple Zero Emergency Call Service.” Requests for Domain Names which might induce confusion with emergency services such as police, fire or other emergency services may be rejected.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures and practices for the .ooo TLD that are established from time to time by the Registry Operator, including affiliates of the Registry Operator, and consistent with this Agreement and the Registry Agreement, as applicable, upon Registry Operator’s notification to Registrar of the establishment of those terms and conditions.

## Exhibit BQ

### Additional Terms and Conditions for .bzh TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BQ shall apply only with respect to the .bzh TLD. Except as expressly modified by this Exhibit BQ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BQ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BQ, the terms and conditions of this Exhibit BQ shall prevail.
2. The Registry Operator for the .bzh TLD shall be Association www.bzh, a non-profit institution formed under the laws of France, located at 140 boulevard de Creac'h Gwen, 29000 Quimper, France. Registry Operator has been appointed to be the administrator of the .bzh TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .bzh TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .bzh TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/bzh-2014-02-27-en>), the relevant portions of which are incorporated herein by this reference.
3. **Registry Operator Policies.** By applying to register or renew a Domain Name in the .bzh TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at <http://www.pik.bzh/>), which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then that Registry Operator Policies will prevail to the extent of such inconsistency.
4. **Indemnification.** Registrant is fully responsible for the registration of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.
5. **Registry Operator’s Rights.** Registry Operator reserves the right to change the status of the Domain Name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:
  - a. protect the integrity, security, and stability of the registry system;



- b. comply with all applicable laws and regulations, or with any dispute resolution process;
  - c. avoid any liability of the Registry Operator, its affiliates, members, subsidiaries, officers, directors, and employees;
  - d. stop or prevent any violations of any terms and conditions of this Agreement;
  - e. correct mistakes made by the Registry Operator or any Registrar in relation to a domain name registration; and
  - f. ensure compliance with ICANN and/or Registry Operator Policies.
6. **Duty to Update Request and Customer Data.** You agree to update and correct the Request and all other Customer Data submitted by You as such information changes.
7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. The consequences for the violation of this Section 8 may include the suspension of Your Domain Name.
9. **Third Party Beneficiary.** You agree that, notwithstanding anything in this Agreement to the contrary, Registry Operator is and shall be an intended third party beneficiary of this Agreement, entitled to enforce its rights vested by this Agreement. This Section 9 shall survive the termination or expiration of the Agreement.

## Exhibit BR

### Additional Terms and Conditions for .paris TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BR shall apply only with respect to the .paris TLD. Except as expressly modified by this Exhibit BR, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BR have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BR, the terms and conditions of this Exhibit BR shall prevail.
- 2.** The Registry Operator for the .paris TLD shall be the joint liability group made up of Afnic, Immeuble Stephenson, 1 rue Stephenson, 78180 Montigny-le-Bretonneux, France, and CORE Association, World Trade Center II, 29 route de Pré-Bois, CH-1215 Geneva, Switzerland. Registry Operator has been appointed to be the administrator of the .paris TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .paris TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .paris TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/paris-2014-01-30-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Registry Operator Policies.** By applying to register or renew a Domain Name in the .paris TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**” available at <http://bienvenue.paris>), which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then that Registry Operator Policies will prevail to the extent of such inconsistency.
- 4. Indemnification.** Registrant is fully responsible for the registration and use of the Domain Name and shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration and the use of the Registered Domain Name. This section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement.
- 5. Registry Operator’s Rights.** Registry Operator reserves the right to change the status of the Domain Name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- a. protect the integrity, security, and stability of the registry system;
  - b. comply with all applicable laws and regulations, or with any dispute resolution process;
  - c. avoid any liability of the Registry Operator, its affiliates, members, subsidiaries, officers, directors, and employees;
  - d. stop or prevent any violations of any terms and conditions of this Agreement;
  - e. correct mistakes made by the Registry Operator or any Registrar in relation to a Domain Name registration; and
  - f. ensure compliance with ICANN and/or Registry Operator Policies.
6. **Duty to Update Request and Customer Data.** You agree to immediately update and correct Your Request and all other Customer Data submitted by You as such information changes.
  7. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
  8. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. The consequences for the violation of this Section 8 may include the suspension of Your Domain Name.
  9. **Third Party Beneficiary.** You agree that, notwithstanding anything in this Agreement to the contrary, Registry Operator is and shall be an intended third party beneficiary of this Agreement, entitled to enforce its rights vested by this Agreement. This Section 9 shall survive the termination or expiration of the Agreement.
  10. **Domain Name Dispute Resolution.** You adhere and comply with all ICANN or Registry Operator mandated policies and procedures for the resolution of disputes concerning Domain Names registered in the .paris registry system.
  11. **Authorization to use data.** You agree to grant Registry Operator an irrevocable, non-exclusive, non-transferable and royalty-free license to use all data, over which you retain exclusive ownership and that is submitted into the .paris shared registration system, TLD name servers, and other services operated by the Registry Operator, for the propagation of and to provide authorized access to the TLD zone file and as it is otherwise required for providing registry services.

**12. Information and Transparency.** You acknowledge and agree that Your Personal data will be processed for the purpose of the registration of a .paris domain name

## Exhibit BS

### Additional Terms and Conditions for .green TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BS shall apply only with respect to the .green TLD. Except as expressly modified by this Exhibit BS, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BS have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BS, the terms and conditions of this Exhibit BS shall prevail.
- 2.** The Registry Operator for the .green TLD shall be DotGreen Registry Limited, a company organized under the laws of Ireland, with its principal place of business located at 2 La Touche House, IFSC, Dublin 1, Ireland. Registry Operator has been appointed to be the administrator of the .green TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .green TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .green TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/green-2014-05-08-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .green TLD established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty (30) days’ notice by Registry Operator to Registrar.
- 6. Public Interest Commitments.** You agree to comply with the public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended

from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided by Registry Operator from time to time.

7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”).
9. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .green TLD which Registry Operator will make available from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry Operator for the .green TLD (including without limitation the trademark clearinghouse), and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .green TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a Domain Name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit BT

### Additional Terms and Conditions for .vote and .voto TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BT shall apply only with respect to the .vote and .voto TLDs. Except as expressly modified by this Exhibit BT, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BT have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BT, the terms and conditions of this Exhibit BT shall prevail.
- 2.** The Registry Operator for the .vote and .voto TLDs shall be Monolith Registry LLC, a company organized under the laws of Wyoming, with its principal place of business located at 300 Welsh Road, Building 3, Suite 105, Horsham, PA 19044, USA. Registry Operator has been appointed to be the administrator of the .vote and .voto TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .vote and .voto TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .vote and .voto TLDs (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/vote-2013-11-21-en> and <https://www.icann.org/resources/agreement/voto-2013-11-21-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .vote and .voto TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty (30) days’ notice by Registry Operator to Registrar.

6. **Public Interest Commitments.** You agree to comply with the public interest commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided by Registry Operator from time to time.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's UDRP.
9. **Duty to Update.** You shall maintain, update, and keep Your Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .vote and .voto TLDs which Registry Operator will make available from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry Operator for the .vote and .voto TLDs (including without limitation the trademark clearinghouse), and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .vote and .voto TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a Domain Name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.



## Exhibit BU

### Additional Terms and Conditions for .porn and .adult TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BU shall apply only with respect to the .porn and .adult TLDs. Except as expressly modified by this Exhibit BU, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BU have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BU, the terms and conditions of this Exhibit BU shall prevail.
- 2.** The Registry Operator for the .porn and .adult TLDs shall be ICM Registry PN LLC, a limited liability company organized under the laws of the state of Delaware, with an address of PO Box 30129, Palm Beach Gardens, FL 33420. Registry Operator has been appointed to be the administrator of the .porn and .adult TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .porn and .adult TLDs, and has entered into an agreement with DoC regarding the registration of Domain Names in the .porn and .adult TLDs (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/porn-2014-10-16-en> and <https://www.icann.org/resources/agreement/adult-2014-10-16-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 3 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 4. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .porn and .adult TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty (30) days’ notice by Registry Operator to Registrar.

6. **Acceptable Use.** You shall not use Your Domain Name for the purposes of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. The consequences for the violation of this Section 8 may include the suspension of Your Domain Name.
7. **Public Interest Commitments.** You agree to comply with the public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided by Registry Operator from time to time.
8. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
9. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”).
10. **Duty to Update.** You shall maintain, update, and keep the Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
11. **Initial Launch Policies.** You shall comply with all Registry Operator policies, procedures, and practices for its “Limited Registration” periods, referred to as both the “Sunrise B Program” and the “Domain Matching Program”. You further agree to be bound by the terms and conditions of the initial launch policies of the .porn and .adult TLDs as published by Registry Operator from time to time, including without limitation any Sunrise period, Limited Registration period, Sunrise B Program, Domain Matching Program and the dispute resolution policies and rights protection mechanisms managed by ICANN or Registry Operator for the TLD (including without limitation to the “Trademark Clearinghouse”), and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period, Limited Registration period, Sunrise B Program, Domain Matching Program or other period associated with the initial launch of the Registry TLD, including, without limitation : (a) the ability or inability of a Registrant or potential registrant to obtain a Registered Name during these periods, (b) refunds or credits from Registry Operator for any errors or mistakes caused
12. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its

discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of this Agreement or of the Registry Agreement; (5) for the non-payment of fees by Registrar, including without limitation pursuant to the terms of any credit facility; or (6) to correct mistakes made by Registry Operator or any registrar in connection with a Domain Name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit BV

### Additional Terms and Conditions for .love TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BV shall apply only with respect to the .love TLD. Except as expressly modified by this Exhibit BV, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BV have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BV, the terms and conditions of this Exhibit BV shall prevail.
- 2.** The Registry Operator for the .love TLD shall be Merchant Law Group LLP, a Limited Liability Partnership with its offices located at: at 100–2401 Saskatchewan Drive Regina, Saskatchewan , Canada, S4P 4H8. Registry Operator has been appointed to be the administrator of the .love TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .love TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .frl TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/love-2014-12-22-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and You must implement security measures commensurate with the offering of such services.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator, CentralNic Ltd of 35-39 Moorgate London EC2R 6AR (the entity authorized by the Registry Operator to provide the registry services), and its and their subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 5. Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring

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

6. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .love TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all registrars and/or Registered Domain Name holders, and consistent with the Registry Agreement, which shall be effective upon thirty (90) days' notice by Registry Operator to Registrar.
7. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
8. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
9. **Duty to Update.** You shall maintain, update, and keep Your Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
10. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .love TLDs which Registry Operator will make available from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry Operator for the .love TLD (including without limitation the trademark clearinghouse), and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .love TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
11. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; or (5) to correct mistakes made by Registry Operator or any registrar in connection with a Domain Name

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

## Exhibit BW

### Additional Terms and Conditions for .frl TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BW shall apply only with respect to the .frl TLD. Except as expressly modified by this Exhibit BW, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BW have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BW, the terms and conditions of this Exhibit BW shall prevail.
- 2.** The Registry Operator for the .frl TLD shall be FRLregistry BV, a Private company duly incorporated and validly existing under the laws of The Netherlands, with its principal place of business at Willemskade 3, Leeuwarden, The Netherlands. Registry Operator has been appointed to be the administrator of the .frl TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .frl TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .frl TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/frl-2014-05-15-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with Laws.** You agree to comply with all applicable laws in relation to Your Domain Name.
- 4. Indemnification.** Registrant shall indemnify and hold harmless the Registry Operator, and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant’s Domain Name registration. This Section 4 does not limit any further indemnification obligations Registrant may have under other terms of the Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.
- 5. Registry Operator Policies.** By applying to register or renew a Domain Name in the .frl TLD, the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of the policies posted on the Registry Operator’s website (“**Registry Operator Policies**”), which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then that Registry Operator Policies will prevail to the extent of such inconsistency.
- 6. Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its

designees and agents in a manner consistent with the purposes specified in this Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.

7. **Uniform Domain Name Dispute Resolution Policy.** You will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**").
8. **Duty to Update.** You shall maintain, update, and keep Your Request and Customer Data true, current, complete, accurate, and reliable by immediately making such changes in Your account at the Registrar.
9. **Dispute Resolution.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) if and when the Registry Operator does not hold complete and accurate information as described in the Registry Operator Policies, or is not in compliance with any other provision of such Registry Operator Policies; or (5) following the outcome of a Sunrise Reconsideration Proceeding (as defined in the Registry Operator Policies). Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.
10. **Good Faith.** You represent and warrant that You applied for Your Domain Name in good faith, that your registration will be maintained in good faith and that you will participate in any proceedings described in the Registry Operator Policies in good faith.



## Exhibit BX

### Additional Terms and Conditions for .swiss TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BX shall apply only with respect to the .swiss TLD. Except as expressly modified by this Exhibit BX, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BX have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BX, the terms and conditions of this Exhibit BX shall prevail.
- 2.** The Registry Operator for the .swiss TLD shall be Swiss Confederation, a sovereign state established under the authority of the laws of the Federal Constitution of the Swiss Confederation. The Registry Operator has been appointed to be the administrator of the .swiss TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .swiss TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .swiss TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/swiss-2014-10-16-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator’s system, the timestamp shown in the Registry Operator’s system records shall prevail.
- 4. Registration Period.** Without limiting anything in Section 2 of the Agreement, Domain Names will be registered to Registrants only for fixed periods according to the .swiss TLD registry policies (“**Registry Operator Policies**” currently available at <http://www.nic.swiss>).
- 5. Acceptance of Registry Operator Policies.** By applying to register or renew a Domain Name in the .swiss TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of the **Registry Operator Policies**, which are incorporated herein by this reference. In the event of any inconsistency between any Registry Operator Policies and this Agreement, then the Registry Operator Policies will prevail to the extent of such inconsistency.
- 6. Indemnification.** Without limiting anything in Section 12 of the Agreement, You acknowledge and agree that (i) You are fully responsible for the registration and use of the Registered Domain Name, and that (ii) You shall indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator as well as its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or in relation to Your Domain Name registration and/or use.

7. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to change the status of the Domain Name during the resolution of a dispute or a compliance procedure (e.g. put on hold or lock), as well as to deny, modify, block, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:
  - a. Protect the integrity, security and stability of the system operated by the Registry Operator;
  - b. Comply with all applicable laws and regulations with any dispute resolution process;
  - c. Avoid any liability of the Registry Operator, its affiliates, members, subsidiaries, officers, directors and employees;
  - d. Stop or prevent any violations of any terms and conditions of this Agreement;
  - e. Correct mistakes made by the Registry Operator or Registrar in relation to a Domain Name registration; and
  - f. Ensure compliance with ICANN policies or Registry Operator Policies.
8. **Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the Registration Period.
9. **Domain Name Dispute Resolution.** Without limiting anything in Section 6 of the Agreement, You agree to adhere and comply with all applicable ICANN policies or Registry Operator Policies for the resolution of disputes concerning Domain Names
10. **Public Interest Commitments.** Without limiting anything in Section 2 of the Agreement, You agree and acknowledge that You are prohibited from distributing malware, abusively operating botnets, phishing, pirating, infringing on trademarks or copyrights, engaging in fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Potential consequences for such activities include suspension (or blocking) of the Registered Domain Name, as well as those described in Section 7 of this Exhibit BX.
11. **Registry Operator as Third-Party Beneficiary.** You agree that the Registry Operator is a third-party beneficiary of this Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Agreement. The Registry Operator shall in no case benefit from this provision to engage Registrants for Domain Name registration marketing oriented activities.
12. **Personal Data.** You consent to the collection and use of Your Personal Data by Registry Operator in a manner consistent with the purposes specified in the Registry Agreement, the agreement between the Registry Operator and the Registrar

(“**Registry-Registrar Agreement**”), current ICANN policies, and with relevant mandatory local data protection and privacy laws such as the Swiss Ordinance on Internet Domains. With respect to third party individuals whose Personal Data is provided by You to the registry system for Registered Domain Names in the .swiss TLD you represent and guarantee that You have informed such third party individuals of the intended use by Registry Operator of their Personal Data.

## Exhibit BY

### Additional Terms and Conditions for .one TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BY shall apply only with respect to the .one TLD. Except as expressly modified by this Exhibit BY, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BY have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BY, the terms and conditions of this Exhibit BY shall prevail.
- 2.** The Registry Operator for the .one TLD shall be One.com A/S, a corporation formed under the laws of Denmark. The Registry Operator has been appointed to be the administrator of the .one TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .one TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .one TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/one-2014-11-07-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Acceptance of ICANN Policies.** You agree to comply with ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
- 4. Acceptance of Registry Operator Policies.** You agree to comply with operation standards, policies, procedures and practices established by the Registry Operator (“**Registry Operator Policies**” currently available at [http://oneregistry.co/documents/dotone\\_registration\\_policies.pdf](http://oneregistry.co/documents/dotone_registration_policies.pdf)), including but not limited to sunrise and land rush periods.
- 5. Use of Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Personal Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.

6. **Dispute Resolution.** Without limiting anything in Section 6 of this Agreement, You agree to submit to the UDRP and the URS.
7. **Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
8. **Prohibited Activities.** Without limiting anything in Section 2 of the Agreement, You agree and acknowledge that You are prohibited from distributing malware, abusively operating botnets, phishing, pirating, infringing on trademarks or copyrights, engaging in fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law.
9. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion, during resolution of a dispute or to:
  - a. Protect the integrity, security and stability of the registry,
  - b. Comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
  - c. Avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees,
  - d. Comply with the terms of the Agreement, or
  - e. Correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration.
10. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.

## Exhibit BZ

### Additional Terms and Conditions for .alsace TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit BZ shall apply only with respect to the .alsace TLD. Except as expressly modified by this Exhibit BZ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit BZ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit BZ, the terms and conditions of this Exhibit BZ shall prevail.
- 2.** The Registry Operator for the .alsace TLD shall be La Région d'Alsace, a territorial collectivity formed under authority of the laws of France. The Registry Operator has been appointed to be the administrator of the .alsace TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .alsace TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .alsace TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/alsace-2014-07-02-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.
- 4. Acceptance of ICANN Policies.** You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Acceptance of Registry Operator Policies.** You agree to comply with operation standards, policies, procedures and practices established by the Registry Operator (“**Registry Operator Policies**” currently available at [http://www.mondomaine.alsace/point/uploads/2015/01/alsace\\_registration\\_policy\\_V2.pdf](http://www.mondomaine.alsace/point/uploads/2015/01/alsace_registration_policy_V2.pdf)).
- 6. Use of Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the

Customer Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.

7. **Dispute Resolution.** Without limiting anything in Section 6 of this Agreement, You agree to submit to the UDRP and the URS, or any other dispute resolution mechanism imposed by ICANN or organized by the Registry Operator.
8. **Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
9. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .alsace TLD, including, without limitation, any sunrise period or land rush period, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.
10. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion, during resolution of a dispute or to:
  - a. Protect the integrity, security and stability of the registry,
  - b. Comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
  - c. Avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees,
  - d. Comply with the terms of the Agreement, or
  - e. Correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration.

**11. Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.



## Exhibit CA

### Additional Terms and Conditions for .tickets TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CA shall apply only with respect to the .tickets TLD. Except as expressly modified by this Exhibit CA, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CA have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CA, the terms and conditions of this Exhibit CA shall prevail.
2. The Registry Operator for the .tickets TLD shall be Accent Media Limited, a company formed under the laws of England and Wales with its principal place of business at 35-39 Moorgate, London, England EC2R 6AR. The Registry Operator has been appointed to be the administrator of the .tickets TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .tickets TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .tickets TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/tickets-2015-02-05-en>), the relevant portions of which are incorporated herein by this reference.
3. **Registration Services.** You agree that Your Domain Name registration will be effective upon the occurrence of all of the following:
  - a. Your acceptance of this Agreement and the policies of the Registry Operator (currently available at <http://tickets.tickets/policies>), without modification,
  - b. The Registry Operator accepting this Agreement and Your Domain Name registration application,
  - c. The Registrar delivering to the Registry Operator the Domain Name registration information You provide,
  - d. Your Domain Name registration application successfully passing the registrant extended Whois verification policies and process as documented at <http://tickets.tickets>,
  - e. Your payment of the application, registration, renewal and reinstatement fees as applicable,
  - f. A listing and advertisement period of up to 30 (thirty) days on the <http://check.tickets> website, and

- g. The Registry Operator accepting Your application.
4. **Multiple Domain Name Registrations.** The Registry Operator, in accordance with ICANN policies, reserves the rights to refuse to process multiple Domain Name registrations.
  5. **Limitation of Liability.** You understand that the Registry Operator disclaims, and You agree that the Registry Operator is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by You, and (ii) the input of the information by the Registrar. The Registry Operator will not be held liable, nor refund a Domain Name registration due to spelling errors/typos.
  6. **Fees.** You agree that (i) payment of fees, including any application fees, is a condition to domain registration, (ii) all application fees, including sunrise application fees, are non-refundable, (iii) the Registrar may retain the application fees even in the event the registration is not successful, (iv) early access fees must be paid in addition to the registration fee including any premium tiered fees, and (v) fees charged for restoring a Domain Name during the thirty day period immediately following the deletion of a registration during which the registration may be restored at Your request (“**Redemption Grace Period**”) will be payable should the non-renewal of a Domain Name result in the Domain Name entering the Redemption Grace Period and You request to renew during that time.
  7. **Duty to Update.** You agree to submit and keep current and accurate the following information (collectively, “**Registration Information**”):
    - a. Your name and postal address,
    - b. The Domain Name being requested,
    - c. Administrative contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the Domain Name, and
    - d. Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the Domain Name.
  8. **Verification of Information.** In order to ensure the accuracy of registration data, the Registry Operator will verify the Whois information for all applications. For full details see <http://tickets.tickets/policies>.
    - a. It is a contractual requirement of registering a .tickets domain that complete and accurate Whois information is supplied.
    - b. As part of the enhanced Whois verification, the Registry Operator will verify that the following conditions are satisfied: (a) Your name can be verified by

checking against a third party database, and (b) Your address can be verified by checking against a third party database.

- c. Where the Registry Operator is unable to verify the above conditions, it may contact the Registrar and/or You directly and ask that the inaccurate or incomplete Whois information be corrected or further documentary evidence to be submitted. For the purposes of enhanced Whois verification, the documentary evidence could be one or more of the following:
  - i. In the case of a natural person: a valid driving license, a valid passport, a valid national ID card, a National Insurance card (for UK citizens), a residence permit, a utility bill from the last 3 (three) months, or a bank statement from the last 3 (three) months.
  - ii. In the case of a business or organization: a business license, a certificate of formation, articles of incorporation, a corporate operating agreement, charter documents, an attorney opinion letter, a mission statement for non-profit organizations, and official company letter head, or a company stamp.
- d. Failure to provide accurate Whois data and/or documentary evidence at the request of the Registry Operator may result in the suspension or cancellation of an application or Domain Name Registration.
- e. The Registry Operator will conduct enhanced Whois verification on the change of Your name and/or address.
- f. You agree that the Registry Operator and/or its verification agent may from time to time contact You to comply with the policies herein.

9. **Additional Registration Information.** In accordance with ICANN policies, the Registrar is obligated to maintain additional information relating to a Domain Name registration, which may include (collectively, “**Additional Registration Information**”):

- a. The date of the Domain Name registration,
- b. The submission date and time of the registration application,
- c. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between You and the Registrar,
- d. Records of account for Your Domain Name registration, including dates and amounts of all payments and refunds,

- e. The IP addresses of the primary nameserver and any secondary nameservers for the domain,
- f. The corresponding names of those nameservers,
- g. The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain,
- h. The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain,
- i. The expiration date of the registration, and
- j. Information regarding all other activity between You and the Registrar regarding Your domain registration and related services.

**10. Use of Registration Information and Additional Registration Information.** You agree and acknowledge that the Registrar will make available the Registration Information and Additional Registration Information to other third parties such as, ICANN, the Registry Operator and its third party data escrow, registry verification agent, and registry services providers, and as applicable laws may require or permit. By applying for the .tickets Domain Name You agree that the .tickets registry and its third party agents may contact You with regards to processing Your application for .tickets Domain Name. Additionally, You acknowledge and agree that the Registry Operator may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Registrar may or must make available to the public or to private entities, and the manner in which such information is made available.

**11. Advertisement Period of Up to 30 Days.** If You are applying for a Domain Name under standard track processing, You agree for the Domain Name(s) You submitted with Your application to be published on the <http://check.tickets> website, and published through other media. The purpose of such publishing is to alert third parties of the application in order that, should they have rights in respect of the Domain Name applied for and advertised, they can submit their own application for the same .tickets Domain Name. In such cases all applications for the relevant name will be subjected to a request for provision to the Registry Operator of evidence of any existing rights in or use of the name in respect of tickets or other ticketing goods or services. For further information see the full policies at <http://tickets.tickets/policies>.

12. **Standard Track Processing – Risk of Competing Application(s).** If You submit Your requested Domain Name for standard track processing, an eligible rights holder who successfully submits an application for the same Domain Name may be awarded the Domain Name. If You as the original applicant can also demonstrate an eligible right, the name will be allocated to You. Full details of the qualifications for an eligible right are found in the policies at <http://tickets.tickets/policies>.
13. **Fast Track Applications.** If You can demonstrate having an eligible right in the requested Domain Name, You may bypass the advertisement period by requesting fast track processing.
- a. You must request fast track processing within 5 (five) business days of being contacted by the Registry Operator with notice of receipt of Your application.
  - b. If You do not request a fast track processing within the period specified above, then the application will be published on the Registry Operator-managed website <http://check.tickets> for up to 30 (thirty) days, via which website third parties may submit competing applications for the identical Domain Name(s).
  - c. For full terms and conditions on the fast track processing and eligible rights, please see <http://tickets.tickets/policies>.
14. **Privacy Policies.** You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by You in connection with the registration of a domain (including any updates to such information), whether during or after the term of Your registration of the domain. Moreover, You hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of Your Registration Information and the Additional Registration Information. The full details of the registry privacy policy which may be updated from time to time can be found at <http://tickets.tickets/policies>.
15. **Prohibition on Proxy/Privacy Registration Services.** You may not use any privacy or proxy service for a .tickets domain. Whois information must be true and accurate and contain the registrant data for the entity registering the domain that meets the eligibility policies of the Registry Operator. The Registry Operator reserves the right to offer registry privacy services.
16. **Obligations Regarding Information Updates and Accuracy.** As a condition to continued registration of Your domain, You must keep the Registration Information current, complete and accurate. You may access Your Registration Information in the Registrar’s possession to review, modify or update such Registration Information, by accessing the Registrar’s domain manager service, or similar service, made available at the Registrar’s website. In accordance with ICANN policies, You acknowledge and agree that if You willfully provide inaccurate information or fail to update Your Registration Information promptly, this will constitute a material breach of this

Agreement and may result in the cancellation of Your domain registration. You further agree that Your failure to respond in less than ten (10) business days to inquiries by the Registrar concerning the accuracy of the Registration Information or immediately upon discovery of any willful inaccuracy (including e.g. phone number of the type 555-1212, 000-0000) associated with Your domain registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of Your domain registration.

17. **Ownership of Data.** You agree and acknowledge that the Registrar owns all database, compilation, collective and similar rights, title and interests worldwide in the .tickets domain database (“**Domain Database**”), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Registrar owns the following information for those domain registrations for which the Registrar is the registrar: (i) the original creation date of the registration, (ii) the expiration date of the registration, (iii) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration, (iv) any remarks concerning the Registered Domain Name that appear or should appear in the Whois or similar database, and (v) any other information the Registrar generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Registrar does not have any ownership interest in Your specific personal registration information outside of its rights in its Domain Database.
18. **Registry Lock Services.** All .tickets domains may apply for the additional security of the registry’s lock services. Details of these services can be found in the full policy documentation at <http://tickets.tickets/policies>.
19. **Registration Renewal.**
  - a. **Renewal Obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration. You may renew Your Domain Name at any time before the expiration date.

- b. **Information Requirements for Renewals.** Upon renewal of Your domain registration, the type of information You are required to provide may have changed. If You do not wish to provide the new required information, Your domain registration may not be renewed.
- c. **Redemption Grace Period.** If You fail to renew Your Domain Name during the period and the domain lapses into the Redemption Grace Period, and You then wish to renew Your domain You will be charged an additional redemption fee.

20. **Dispute Resolution Policy.** You agree to be bound by the appropriate domain dispute resolution policies applicable to the .tickets domain that You have selected. The dispute policies can be found at <http://tickets.tickets/policies>. These dispute policies are a component of every Agreement and are hereby incorporated and made a part of this Agreement by reference. You agree that You will be subject to the provisions specified in the dispute policies in effect at the time Your domain registration is disputed. In the event a domain dispute arises, You will indemnify and hold Registrar and the Registry Operator harmless. The dispute policies may be modified at any time by the Registry Operator and Your continued use of the domain registered to You after any such modification shall constitute Your acceptance of the modified dispute policies and this Agreement. If You do not agree to any of such changes, You may request that Your domain registration be cancelled.

21. **Change of Registrant of the Domain(s).**

- a. **Transfer of Registration to Another Registrant.** When transferring a Domain Name to the new Registrar of record and simultaneously or subsequently changing the name of the registrant, You agree that any such transfer will be subject to enhanced Whois verification and standard or fast track processing. At the time of transfer, You must complete all required information and You may be requested to provide documentation for the enhanced Whois verification through the online transfer application. The Registrar and/or the Registry Operator may elect to accept or reject Your Domain Name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the Domain Name transferred to another Registrar.
- b. Transfer of Domain Names is subject to all the Registry Operator's policies at <http://tickets.tickets/policies> and other policies herein.

22. **Acceptable Use Policy.** You agree to comply with the .tickets Anti-Abuse and Acceptable Use Policy at <http://tickets.tickets/policies>. In support of the Registry Operator's aim of protecting both rights holders and consumers, its Acceptable Use Policy prohibits certain activities including: (i) selling fake, counterfeit, non-existent, fraudulent or unauthorized goods, services, licenses, or other products including tickets, (ii) transmitting or redirecting to misleading information about the value, price, quality and/or availability of goods or services (including tickets), (iii)

transmitting or redirecting to misleading information concerning its relationship with a source of goods and services (including tickets), (iv) breaching consumer protection regulations, or (v) impersonating others.

**23. Additional Terms in Relation to .tickets Acceptable Use Policy.** You agree to:

- a. Comply with all obligations, imposed by ICANN, in connection with its governmental advisory committee advice,
- b. Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse,
- c. Generally conduct Your activities in the interests of the consumers You serve and comply with consumer protection regulations, and
- d. 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 disclosure.

**24. Agents and Licensing.** Subject to the Registry Operator's prohibition on use of proxy and privacy services, You agree that, if You are registering a domain and listing someone other than Yourself as the registrant, You represent and warrant that You have the authority to bind the person or entity listed as registrant as a principal to this Agreement, including the dispute policies. The name listed as registrant of the domain or the appropriate officer of a listed organization (at the Registrar's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. administration, billing). Further, You agree that if You license the use of the domain registered to You to a third party, You nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, You remain fully liable for any actions of the licensee using the domain.

**25. Representations and Warranties.** In the event that, in registering the domain, You are providing information related to a third party or on behalf of an organization or a company, You hereby represent and warrant that You: (i) are duly authorized to register the domain(s), (ii) have provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (iii) have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. You further represent that, to the best of Your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by You in connection with Your domain registration is accurate and that You are not a proxy.



26. **Indemnification** This indemnification obligation shall survive the termination or expiration of the registration agreement.
- a. **Indemnification of the Registrar and the Registry Operator.** You will indemnify, hold harmless, and defend the Registry Operator, the Registrar and all their subsidiaries and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the “**Indemnified Parties**”) from any and all Claims. “**Claim**” means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys’ fees and costs)), which arises out of: (i) Your breach of this Agreement or any of the Registry Operator and or the Registrar’s policies applicable to this domain registration or related services, (ii) the operation of Your domain, (iii) any negligent act or omission by You, or (iv) any third party claim, action, or demand related to the registration or use of the domain registered in Your name (and this indemnification is in addition to any indemnification required under the dispute policy). Reasonable attorneys’ fees and costs includes, without limitation, fees and costs incurred to interpret or enforce this section. The Registrar and/or the Registry Operator may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Registrar will provide You with reasonably prompt notice of any Claim.
  - b. **Indemnification of ICANN and the Registry Operator.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to the Registrar and the .tickets Registry Operator and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and costs and any other expenses arising out of or related to Your domain registration and any disputes regarding the same.
27. **Public Interest Commitments.** Without limiting anything in Section 2 of the Agreement or Sections 22 and 23 of this Exhibit CA, You agree and acknowledge that You are prohibited from distributing malware, abusively operating botnets, phishing, pirating, infringing on trademarks or copyrights, engaging in fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Consequences for such activities include the suspension and/or deletion of the Domain Name. If You are collecting and maintain sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
28. **Acceptance of ICANN Policies.** You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has

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

29. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .tickets TLD, including, without limitation, the sunrise period, the verification services, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy. You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.
30. **Use of Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Customer Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
31. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.

Exhibit CB

*[Intentionally Omitted]*

## Exhibit CC

### Additional Terms and Conditions for .srl TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CC shall apply only with respect to the .srl TLD. Except as expressly modified by this Exhibit CC, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CC have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CC, the terms and conditions of this Exhibit CC shall prevail.
2. The Registry Operator for the .srl TLD shall be InterNetX Corp., a company organized under the laws of Florida with its principal place of business located at 601 Brickell Key Drive, Suite 1020, Miami, FL 33131, U.S.A. The Registry Operator has been appointed to be the administrator of the .srl TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .srl TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .srl TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/srl-2015-05-07-en>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You agree to comply with each of the following requirements: (a) ICANN standards, policies, procedures and practices as may be adopted or amended from time to time, (b) operational standards, policies, procedures and practices for the .srl TLD established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of the Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement, (c) eligible and acceptable use policy as set forth on the Registry Operator’s website, as amended from time to time, public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (if applicable, as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and government advisory committee safeguards (published or provided to the Registrar by the Registry Operator from time to time).

5. **Use of Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Customer Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
6. **Dispute Resolution.** Without limiting anything in Section 6 of this Agreement, You agree to submit to proceedings commenced under the UDRP or the URS.
7. **Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .srl TLD, including, without limitation, any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry Operator for the .srl TLD (including without limitation the trademark clearinghouse). You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .srl TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
9. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion, during resolution of a dispute or for the non-payment of fees by the Registrar, or to:
  - a. Protect the integrity, security and stability of the registry,
  - b. Comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
  - c. Avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees,

- d. Comply with the terms of the Agreement, or
- e. Correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration.

10. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.

## Exhibit CD

### Additional Terms and Conditions for .amsterdam TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CD shall apply only with respect to the .amsterdam TLD. Except as expressly modified by this Exhibit CD, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CD have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CD, the terms and conditions of this Exhibit CD shall prevail.
- 2.** The Registry Operator for the .amsterdam TLD shall be Gemeente Amsterdam, a government municipality formed under authority of the laws of the Netherlands. The Registry Operator has been appointed to be the administrator of the .amsterdam TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .amsterdam TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .amsterdam TLD (“Registry Agreement” currently available at: <https://www.icann.org/resources/agreement/amsterdam-2014-07-24-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Acceptance of Registry Operator Terms and Conditions.** You agree that You will comply with the applicable terms and conditions for the registration of a Domain Name in the .amsterdam TLD, including the annexes and any and all interpretive guidelines published by the Registry Operator in relation thereto, as may be amended from time to time (“TLD Policies” currently available at <http://nic.amsterdam/>).
- 4. Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term, including maintaining a working email address with the Registry Operator and the Registrar.
- 5. Representations and Warranties.** You agree that the Domain Name applied for on the Domain Name registration has been made and will continue to be in good faith, for a lawful purpose and that such Domain Name does not infringe the rights of any third party.
- 6. Participating in Proceedings.** You agree that You will participate in good faith in any proceedings described in the applicable TLD Policies, and more in particular the .amsterdam launch policies, commenced by or against You or a third party who has submitted an application to register a Domain Name in the context of such launch programs.

7. **Non-Defamatory Use.** You agree that You are not using the Domain Name for defamatory purposes, contrary to public order or morality or unlawful under applicable laws and regulations.
8. **Use of Personal Data.** You acknowledge and accept that the Registry Operator may make use of Your Personal Data, which includes the processing, copying, publishing, modifying and making available through the Whois Specification, of any such data, and You authorize the Registry Operator's subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, all this for the sole purposes of allowing the Registrar to render Domain Name registration services in accordance with ICANN's policies.
9. **Dispute Resolution.** You agree to adhere to (i) the rights protection mechanisms, procedures and processes set out in the TLD Policies and (ii) dispute resolution proceedings under the URS and the UDRP concerning Registered Domain Names, where applicable.
10. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to reject, suspend, revoke, or delete a Domain Name registration, at the discretion of the Registry Operator:
  - a. If and when You do not hold complete and accurate information as described in the TLD Policies, or are not in compliance with any other provision of such policies,
  - b. To protect the integrity, security and stability of the registry, or the operation and management of the TLD, or
  - c. To comply with any applicable laws and regulations, or any decision by a competent court or administrative authority or any dispute resolution service provider the Registry Operator may hereafter retain to oversee the arbitration and mediation of disputes, or any other applicable laws, regulations, policies or decrees,
  - d. To avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, directors, officers, employees, subcontractors or agents, or
  - e. Following the outcome of a sunrise reconsideration proceeding as defined in the TLD Policies.
11. **Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will indemnify, defend and hold harmless the Registry Operator and its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Your Domain Name registration or use of the



Domain Name. This indemnification obligation shall survive the termination or expiration of the Agreement.

## Exhibit CE

### Additional Terms and Conditions for .sex TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CE shall apply only with respect to the .sex TLD. Except as expressly modified by this Exhibit CE, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CE have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CE, the terms and conditions of this Exhibit CE shall prevail.
2. The Registry Operator for the .sex TLD shall be ICM Registry SX LLC, a Delaware limited liability company. The Registry Operator has been appointed to be the administrator of the .sex TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .sex TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .sex TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/sex-2014-11-13-en>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will indemnify, defend and hold harmless the Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You agree to comply with each of the following requirements:
  - a. ICANN standards, policies, procedures and practices as may be adopted or amended from time to time,
  - b. Operational standards, policies, procedures and practices for the .sex TLD established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of Registrars, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement,
  - c. All public interest commitments set forth in Specification 11 to the Registry Agreement as amended from time to time by ICANN or the Registry operator, including without limitation: (i) the prohibition from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise

engaging in activity contrary to applicable law, (ii) the Registry Operator's anti-abuse policy as posted on the Registry Operator's website, (iii) the Registry Operator's right to disqualify registrations as set forth in Specification 11 to the Registry Agreement and (iv) any and all applicable government advisory committee safeguards, and

- d. All Registry Operator policies, procedures and practices for its limited registration period, referred to as either the "Sunrise B Program" or the "Domain Matching Program," currently available at <https://www.icmregistry.com/about/policies/launch-policies/sex/#sunriseb>.

5. **Use of Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Customer Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
6. **Dispute Resolution.** You agree to adhere to (i) the rights protection mechanisms, procedures and processes set out in the TLD Policies and (ii) dispute resolution proceedings under the URS and the UDRP concerning Registered Domain Names, where applicable.
7. **Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the initial launch of the .sex TLD, including, without limitation, any sunrise period, limited registration period, Sunrise B Program or Domain Matching Program as defined in Section 4 of this Exhibit CE, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry Operator for the .sex TLD (including without limitation the trademark clearinghouse). You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, Sunrise B Program or Domain Matching Program as defined in Section 4 of this Exhibit CE, or other period associated with the initial launch of the .sex TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.

9. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:
- a. To protect the integrity, security and stability of the registry, or the operation and management of the TLD,
  - b. To comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
  - c. To avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, directors, officers, employees, subcontractors or agents,
  - d. For violations of the Registry Agreement, without limitation, its Anti-Abuse Policy as well as any exhibits, attachments or schedules thereto,
  - e. For violations of this Agreement, including, without limitation, any exhibits attachments or schedules hereto,
  - f. For the non-payment of fees by Registrar, including without limitation, pursuant to the terms of any payment security arrangement entered into between the Registry Operator and Registrar, or
  - g. To correct mistakes made by the Registry Operator in connection with a Domain Name registration.
10. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.

## Exhibit CF

### Additional Terms and Conditions for .law and .abogado TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CF shall apply only with respect to the .law and .abogado TLDs. Except as expressly modified by this Exhibit CF, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CF have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CF, the terms and conditions of this Exhibit CF shall prevail.
2. The Registry Operator for the .law and .abogado TLDs shall be Mind + Machines Group Limited, a company formed under authority of the laws of British Virgin Islands. The Registry Operator has been appointed to be the administrator of the .law and .abogado TLDs by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .law and .abogado TLDs, and has entered into agreements with DoC regarding the registration of Domain Names in the .law and .abogado TLDs (“**Registry Agreements**” currently available at: <https://www.icann.org/resources/agreement/law-2015-01-22-en> and <https://www.icann.org/resources/agreement/abogado-2014-04-24-en>), the relevant portions of which are incorporated herein by this reference.
3. **Registrant Validation, Data and Restriction.** Registration in the .law and .abogado TLDs is restricted to accredited lawyers as validated by an agent, who shall be appointed from time to time by the Registry Operator. You certify that You are qualified to register the domain and that all provided information is true and accurate. Providing false information may lead to the deletion of Your registration on all of the Registry Operator’s TLDs including, but not limited to, .law and .abogado. Failure to maintain accreditation may result in cancellation of registration; no refunds will be granted outside the add grace or renewal grace periods. Validation may occur for each registration year, and the Registry Operator may periodically re-verify accreditation. Disputes regarding validation will be handled by the Registry Operator.
4. **Acceptance of ICANN policies.** You agree to comply with ICANN’s UDRP, URS, Complaint Resolution Service (“CRS”), and Transfer Policy, each in its most recent form and each as may be amended from time to time.
5. **Reservation of Rights.** Without limiting anything in section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its unlimited and sole discretion:
  - a. To comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet,

- b. To correct mistakes made by the Registry Operator or any Registrar in connection with a Domain Name registration,
  - c. If required by a URS, UDRP, or CRS proceeding, or
  - d. For the non-payment of fees to the Registry Operator.
6. **Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegees, shareholders, affiliates, agents successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.
7. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Domain Name registration into the Registry Operator's system, the timestamp shown in the Registry Operator's system records shall prevail.
8. **Compliance with ICANN Policies.** You agree to comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
9. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .law and .abogado TLDs established from time to time by Registry Operator in a non-arbitrary manner as registry policies, applicable to all Registrars, including affiliates of the Registry Operator, and consistent with the Registry Agreements.
10. **Compliance with laws.** You agree to comply with all applicable laws.

## Exhibit CG

### Additional Terms and Conditions for .lat TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CG shall apply only with respect to the .lat TLD. Except as expressly modified by this Exhibit CG, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CG have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CG, the terms and conditions of this Exhibit CG shall prevail.
- 2.** The Registry Operator for the .lat TLD shall be ECOM – LAC Federaciòn de Latinoamèrica y el Caribe para Internet y el Comercio Electrònico, a non-profit international organization formed under the laws of the Republic of Uruguay. The Registry Operator has been appointed to be the administrator of the .lat TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .lat TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .lat TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/resources/agreement/lat-2014-10-16-en>), the relevant portions of which are incorporated herein by this reference.
- 3. Duty to Update.** Without limiting anything in Section 5 of the Agreement, You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
- 4. Compliance with Laws.** You agree to comply with all applicable rules and laws including those relating to privacy, data collection, consumer protection, import and export of services, and disclosure of data.
- 5. Public Interest Commitments.** Without limiting anything in Section 2 of the Agreement, You agree and acknowledge that You are prohibited from distributing malware, abusively operating botnets, phishing, pirating, infringing on trademarks or copyrights, engaging in fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. You agree and acknowledge that additional requirements may be added, from time to time, in order to comply with new ICANN policies or to comply with certain public interest commitments applicable to the Registry Operator as part of the Registry Agreement.
- 6. Indemnification.** Without limiting anything in Section 12 of the Agreement, You agree that You will within 30 (thirty) days of demand indemnify, defend and hold harmless the registry (by express reference) and its Registry Operator, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents

from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to Your Domain Name registration, including, without limitation, the use, registration, extension, renewal, deletion or transfer thereof or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without the Registrar's or Registry Operator's prior written consent, which shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of this Agreement for any reason.

7. **Verification of Information.** You agree that the Registry Operator is entitled to, at any time, verify (a) the truth, accuracy and completeness of any information provided by You, whether directly, through any of the Registrars or otherwise, and (b) that You are in compliance with the applicable policies, manuals, business rules, processes and released procedures, and any other document issued by the Registry Operator ("**Registry Operator Guidelines**"). You shall cooperate with the Registry Operator in connection with such verification and furnish all requested documentation as the Registry Operator may reasonably require to complete the verification. On a periodic basis, the Registry Operator will perform "spot" audits of the accuracy of Whois data in the registry. Questionable data will be sent to the applicable Registrar which may be asked to investigate the Whois data.
8. **Communication with Registry Operator.** You agree that the Registry Operator may contact You for purposes related to the compliance with the Registry Operator Guidelines and registration terms and conditions, and for the purpose of distributing important information regarding the use of the .lat TLD or preserving the integrity of the registry system.
9. **Uniform Rapid Suspension System.** You acknowledge that You have received the following link to information regarding ICANN's Uniform Rapid Suspension System: <http://newgtlds.icann.org/en/applicants/urs>.
10. **Reservation of Rights.** Without limiting anything in Section 15 of the Agreement, You agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:
  - a. To protect the integrity and stability of the .lat TLD or registry system,
  - b. To comply with applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process,
  - c. To avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees,
  - d. For violations of the agreement between the Registry Operator and Registrar, including, without limitation, any exhibits, attachments or schedules thereto,



- e. To correct mistakes made by the Registry Operator or any Registrar in connection with a Domain Name registration, or
- f. During resolution of a dispute.

## Exhibit CH

### Additional Terms and Conditions for .gmbh TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CH shall apply only with respect to the .gmbh TLD. Except as expressly modified by this Exhibit CH, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CH have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CH, the terms and conditions of this Exhibit CH shall prevail.
2. The Registry Operator for the .gmbh TLD shall be Extra Dynamite, LLC, a Delaware limited liability company. The Registry Operator has been appointed to be the administrator of the .gmbh TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .gmbh TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .gmbh TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/gmbh/gmbh-agmt-pdf-29jan16-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Eligibility.** You agree that, upon request by the Registrar or Registry Operator, You will demonstrate Your designation, or pending designation, as a GmbH (Gesellschaft mit beschränkter Haftung) limited liability entity whose existence can be validated with the respective public authorities in Austria, Germany, Liechtenstein or Switzerland.
4. **Representations and Warranties.** You represent and warrant that:
  - a. Your application or registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose, and does not infringe the rights of any third party;
  - b. You shall participate in good faith in any proceedings commenced by or against You as described in the terms and conditions set forth by the Registry Operator or the agreement between the Registry Operator and the Registrar (“**Registry-Registrar Agreement**”);
  - c. You accept and will abide by the rules, protocols, policies or procedures, including without limitation the terms and conditions and the Registry-Registrar Agreement adopted and/or amended from time to time by the Registry (“**Registry Policies**”).
5. **Reservation of Registry Operator’s Rights.** You acknowledge and accept that the Registry Operator shall be entitled, but not obligated, to reject an application or

registration, or to delete, revoke, suspend, cancel or transfer a registration:

- a. To enforce Registry Policies and ICANN requirements, each as amended from time to time;
  - b. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements or Registry Policies;
  - c. To protect the integrity and stability of the shared registration system (meaning the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining registrations and allows Domain Protected Marks List (“**DPML**”) registrars to provision objects for, register, modify and maintain DPML blocks) or the management of the Registry Operator;
  - d. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court of administrative authority, or any dispute resolution service provider the Registry Operator may retain to oversee the arbitration and mediation of disputes;
  - e. To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
  - f. To correct mistakes made by the Registry Operator or any Registrar in connection with a registration; or
  - g. As otherwise provided in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement.
6. **Notification.** You acknowledge that it is not the obligation of the Registry Operator to notify You in advance of the termination or expiration (for any reason) of a registration. The Registry Operator shall be entitled, but not obligated, to immediately suspend or cancel any registration that is in breach of the terms and conditions set forth by the Registry Operator, the Registry-Registrar Agreement, Registry Policies, or any other applicable law or regulation.
7. **Sunrise Applications.** If You submit a sunrise application, You acknowledge, represent and warrant that:
- a. The sunrise application or registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe

the rights of any third party;

- b. You shall participate in good faith in any proceedings described in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement;
- c. The Registry Operator or its agents are authorized to share information – to the Trademark Clearinghouse, other sunrise applicants, or the general public – relating to Your sunrise application;
- d. You accept and will abide by the Registry Policies;
- e. The Registry Operator is entitled, but not obligated, to reject a sunrise application or registration, or to delete, revoke, cancel or transfer a sunrise registration:
  - i. To enforce Registry Policies and ICANN requirements, each as amended from time to time;
  - ii. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements or Registry Policies;
  - iii. To protect the integrity and stability of the shared registration system, (meaning the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining registrations and allows DPML registrars to provision objects for, register, modify and maintain DPML blocks) or the management of the Registry Operator;
  - iv. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court of administrative authority, or any dispute resolution service provider the Registry Operator may retain to oversee the arbitration and mediation of disputes;
  - v. To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
  - vi. To correct mistakes made by the Registry Operator or any Registrar in connection with a sunrise registration;
  - vii. If the Registry Operator receives notice that the SMD File (meaning the file issued by the Trademark Clearinghouse proving that the Trademark

Clearinghouse application data for one or more Trademark Clearinghouse-eligible terms have been successfully validated and entered into the Trademark Clearinghouse database) is under dispute; or

- viii. As otherwise provided in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement.
- f. The Registry Operator may publish all or any portion of a pending sunrise application (e.g., via Whois);
- g. The Registry Operator will notify all Registrars sponsoring sunrise applications applying for the same Domain Name of pending auctions for such sunrise applications;
- h. Registrars receiving notice of a pending auction must pass on such notice to You;
- i. At the conclusion of an auction for a Domain Name, the sponsoring Registrar for a sunrise application in an auction will either receive a poll message informing it that its sponsored application: prevailed in the auction, that the Domain Name has been awarded to the sponsored applicant and that such Domain Name is active; or lost in the auction; and
- j. The Registry Operator will notify the Trademark Clearinghouse of successful sunrise applications once the corresponding sunrise registration has been activated.

## 8. Preventing Abuse.

- a. You agree that, if an approved privacy or proxy service is used, You have provided truthful and complete credentials to the Registrar or DPML registrar, as the case may be. Additionally, You agree to participate in and abide by any determinations made as part of the Registry Operator's dispute resolution process, including without limitation the Acceptable Use and Anti-Abuse Policy (available at <http://www.donuts.domains/policies>), ICANN's Uniform Rapid Suspension System, and ICANN's Uniform Dispute Resolution process.
- b. Where a second level domain ("SLD") corresponds with a two character country-code TLD ("ccTLD"), You (as a registrant of such SLD) have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.
- c. If You are found to have repeatedly engaged in abusive registrations or practices, You and Your agents or parties determined to be acting in concert with You may, at the Registry Operator's sole discretion, be disqualified from maintaining any

current or future registrations or DPML blocks in any Donuts registry.

9. **Limitation of Liability.** You agree that the Registry Operator's aggregate liability for damages shall be limited to amounts specified in the Registry-Registrar Agreement, and that no greater or other damages may be claimed from the Registry Operator (such as, but not limited to, any fees payable or paid by the Registrar in the context of any proceedings initiated against a decision by the Registry Operator to register or not to register a Domain Name). You agree to submit to binding arbitration for disputes arising from the Terms and Conditions set forth by the Registry Operator and related to the allocation of Domain Name. You agree to hold the Registry Operator harmless from claims filed or disputes initiated by third parties, and You shall compensate the Registry Operator for any costs or expenses incurred or damages for which the Registry Operator may be held liable as a result of third parties taking action against the Registry Operator on the grounds that the applications for the registration, DPML block or use of the SLD by You infringes the rights of a third party.
10. **Registry Operator Not a Party.** You agree that the Registry Operator and its affiliates (including Donuts), and their respective managers, directors, employees, contractors and agents are not a party to any agreement between You, or any party acting in Your name or on behalf of You, and the Registrar.

## Exhibit CI

### Additional Terms and Conditions for .cloud TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CI shall apply only with respect to the .cloud TLD. Except as expressly modified by this Exhibit CI, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CI have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CI, the terms and conditions of this Exhibit CI shall prevail.
2. The Registry Operator for the .cloud TLD shall be Aruba PEC S.p.A, a company formed under the laws of the Italian Republic. The Registry Operator has been appointed to be the administrator of the .cloud TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .cloud TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .cloud TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/cloud/cloud-agmt-pdf-16apr15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Compliance with Laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and all applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data and financial regulations.
4. **Prohibited Behavior.** You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Consequences for such activities are provided in the Registry Operator’s policies and include suspension of the Domain Name.
5. **Compliance with Terms and Conditions.** You agree to comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, requirements and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and including the Uniform Dispute Resolution Policy, Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedures, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System; and
  - b. Operation standards, policies, procedures and practices for the .cloud TLD established from time to time by the Registry Operator in a non-arbitrary manner

and applicable to all registrars, including affiliates of the Registry Operator, and consistent with ICANN standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Additional or revised Registry Operator operational standards, policies, procedures and practices for the .cloud TLD shall be effective upon ninety (90) days prior notice by the Registry Operator to the Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by the agreement between the Registry Operator and the Registrar and the Registry Agreement, the terms of the agreement between the Registry Operator and Registrar shall prevail.

6. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registry Operator and its designees and agents in a manner consistent with the purposes specified in the agreement between the Registry Operator and Registrar, including that the Registry Operator shall notify the Registrar of the purposes for which Personal Data is collected and processed, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data.
7. **Submission to ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System, under ICANN's related rules.
8. **Updating Information.** You agree to correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
9. **Initial Launch Conditions.** When applicable, You agree to be bound by the terms and conditions of the initial launch of the .cloud TLDs, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any sunrise dispute resolution policy, and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.
10. **Right to Deny, Cancel or Transfer a Registration.** You acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) per the terms of the Agreement; or (v) to correct mistakes made by Registry Operator or any registrar in connection with a Domain Name registration. Registry Operator reserves the right to place upon registry lock, hold or



similar status a Domain Name during resolution of a dispute. Registry Operator will provide Registrar notice via the Extensible Provisioning Protocol poll command and email or phone call of any cancellation, transfers, changes or registry lock made to any registration by the Registry Operator (in respect of a domain sponsored by the Registrar).

11. **Data Provided to Registrar.** You shall provide to the Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Domain Name registration, including: Your full name, postal address, email address, voice telephone number and fax number if available; name of authorized person for contact purposes in the case that You (as registrant) are an organization, association or corporation, and the following data elements:

- a. The name of the Registered Domain Name being registered;
- b. The primary name server and secondary name server(s) for the Registered Domain Name and corresponding names of those name servers, if available;
- c. Unless automatically generated by the registry system, the identity of the Registrar; and
- d. Unless automatically generated by the registry system, the expiration date of the registration.

12. **Failure to Provide Accurate Information.** Your provision of inaccurate or unreliable information, or failure to promptly update the information provided to Registrar, shall constitute a material breach of this Agreement and be a basis for cancellation of the Registered Domain Name registration.

13. **Registry Operator Policies.** You agree to comply with the terms of the Registry Operator's Registration Policy and Sunrise Dispute Resolution Policy (currently available at: <https://www.get.cloud/policies.aspx>).

## Exhibit CJ

### Additional Terms and Conditions for .barcelona TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CJ shall apply only with respect to the .barcelona TLD. Except as expressly modified by this Exhibit CJ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CJ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CJ, the terms and conditions of this Exhibit CJ shall prevail.
2. The Registry Operator for the .barcelona TLD shall be Municipi de Barcelona, a public authority formed under authority of the laws of Catalonia, Spain. The Registry Operator has been appointed to be the administrator of the .barcelona TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .barcelona TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .barcelona TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/barcelona/barcelona-agmt-pdf-24jul14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Eligibility.** Registrations under the .barcelona TLD are restricted to bona-fide members of the .barcelona community and, subject to the further requirement that the registrant’s actions in the .barcelona TLD community as well as the registrant’s use of the Registered Domain Name must be:
  - a. Generally accepted as legitimate;
  - b. Conducive to the welfare of the Barcelona community;
  - c. Commensurate to the role and importance of the domain;
  - d. Abiding by the Catalan laws regarding consumer protection, product and services labelling, advertising and fair communication;
  - e. Compliant with current linguistic protection laws; and
  - f. Based on good faith at registration and thereafter.
4. **Personal Data.** You consent to the collection and use of Personal Data by the Registry Operator for the purposes of providing registry services as defined in the Registry Agreement (including but not limited to publication of registration data in the directory services, also known as “Whois” or “RDDS”). The Registry Operator shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes, or

assign the data to any third party. When required by ICANN, the Registry Operator may make Personal Data available to ICANN or the relevant authorities for inspection. With respect to third-party individuals whose Personal Data is provided by You to the registry system, You represent and guarantee that You have informed such third party individuals of the intended use by the Registry Operator of their Personal Data.

5. **Acceptance of Registry Policies.** You agree to adhere and comply with the registry policies adopted by the Registry Operator (currently available at: <http://domini.barcelona/en/regulations>).
6. **Indemnification.** You acknowledge and agree that You are fully responsible for the registration and use of the Registered Domain Name and that You will indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator, its service providers, as well as its directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Your Domain Name registration and/or use.
7. **Reservation of Rights.** You agree that Registry Operator and Registry Operator service providers acting on behalf of the Registry Operator reserve the right to change the status of the Domain Name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock) as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:
  - a. Protect the integrity, security and stability of the registry system;
  - b. Comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
  - c. Avoid any liability of the Registry Operator, its affiliates, members, subsidiaries, officers, directors and employees;
  - d. Stop or prevent any violations of any terms and conditions of the agreement between the Registry Operator and Registrar;
  - e. Correct mistakes made by the Registry Operator, Registry Operator service providers or any Registrar in relation to a Domain Name registration; and
  - f. Ensure compliance with ICANN and/or the Registry Operator's policies.
8. **Data Update.** You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term.
9. **Domain Name Dispute Resolution.** You agree to adhere to and comply with all applicable ICANN or Registry Operator policies and procedures for resolution of

disputes concerning Domain Names registered in the registry system.

10. **Public Interest Commitments.** You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Consequences for such activities are provided in the Registry Operator's policies and include suspension of the Domain Name.
11. **Registry Operator as Third-Party Beneficiary.** You agree that the Registry Operator is a third party beneficiary of this Agreement, and is entitled to enforce the rights vested by the policy compliance provisions of this Agreement. The Registry Operator shall in no case benefit from this provision to engage the Registrar's customers for Domain Name registration marketing oriented activities.
12. **Verification of Compliance.** Upon notice and request from the Registry Operator, Registrar will provide within seven (7) business days copies of this Agreement or evidence of its acceptance by You. Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Agreement, as well as the terms and conditions of the .barcelona registry, including ICANN mandated policies and the Registry Operator's policies.

## Exhibit CK

### Additional Terms and Conditions for .lotto TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CK shall apply only with respect to the .lotto TLD. Except as expressly modified by this Exhibit CK, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CK have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CK, the terms and conditions of this Exhibit CK shall prevail.
2. The Registry Operator for the .lotto TLD shall be Afilias Limited, a company formed under the laws of the Republic of Ireland. The Registry Operator has been appointed to be the administrator of the .lotto TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .lotto TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .lotto TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/lotto/lotto-agmt-pdf-10apr14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as its directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You agree to comply with:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. Operational standards, policies, procedures, and practices for the .lotto TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and the Agreement; and
  - c. Public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“GAC”) safeguards as may be published or provided to Registrar by Registry Operator from time to time.

5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Personal Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
6. **ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy and/or Uniform Rapid Suspension.
7. **Updating Information.** You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name. You agree to provide up-to-date administrative contact information for the notification of complaints or reports of registration abuse, as well as contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.
8. **Initial Launch Conditions.** When applicable, You agree to be bound by the terms and conditions of the initial launch of the .lotto TLD as published by Registry Operator from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry Operator for the TLD (including without limitation the Trademark Clearinghouse), and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period, or any other period associated with the initial launch of the .lotto TLD including, without limitation: (a) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (b) the results of any dispute over a registration.
9. **Right to Deny, Cancel or Transfer a Registration.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) per the terms of the Agreement; (v) for the non-payment of fees by the Registrar, including without limitation pursuant to the terms of any credit facility, or (vi) to correct mistakes made by the Registry Operator or any Registrar in connection with a Domain Name registration. Registry Operator also reserves the right to

lock, hold or place a similar status a Domain Name during resolution of a dispute.

10. **Compliance with Laws.** You agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
11. **Authorizations and credentials.** You represent that You possess all necessary authorizations, charters, licenses, and/or related credentials for participation in the sector associated with the .lotto TLD string. You agree to report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .lotto TLD string in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of Your consumers.
12. **Compliance with Registry Operator Policies.** You agree to comply with the applicable policies of the Registry Operator, available at: <http://www.afilias.info/policies>.

## Exhibit CL

### Additional Terms and Conditions for .ist TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CL shall apply only with respect to the .ist TLD. Except as expressly modified by this Exhibit CL, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CL have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CL, the terms and conditions of this Exhibit CL shall prevail.
- 2.** The Registry Operator for the .ist TLD shall be Istanbul Dijital Medya Tic. A.S., a company incorporated under the laws of the Republic of Turkey, which has entered into an agreement with Istanbul Metropolitan Municipality (“**IMM**”), a local government established under the authority of the laws of the Republic of Turkey, to carry out the operation, management, administration, maintenance and marketing of the .ist TLD on behalf of IMM. IMM has been appointed to be the administrator of the .ist TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .ist TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .ist TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/ist/ist-agmt-pdf-28aug14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Right to Deny, Cancel or Transfer a Registration.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet, (ii) to correct mistakes made by the Registry Operator or any back-end registry operator (“**BERO**”) in connection with a Domain Name registration, (iii) to protect the integrity and stability of IMM, the Registry Operator and/or BERO and to avoid any actual or potential liability, civil or criminal, on behalf of IMM, the Registry Operator and BERO and their contractors, subcontractors, affiliates, officers, directors, representatives, attorneys, employees, agents and public service providers; (iv) to protect the integrity and stability of the shared registry system and the operation of the Internet domain name system (v) to comply with all applicable laws, administrative authorities’ rules or resolutions, court decisions, law enforcement or decision from any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in the Agreement.
- 4. Indemnity.** You agree to indemnify, defend and hold harmless IMM, the Registry Operator and BERO and their contractors, subcontractors, affiliates, directors, representatives, officers, attorneys, employees, agents and public service providers from



and against any and all claims, damages liabilities, costs and expenses, including legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.

5. **Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Personal Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
6. **ICANN Proceedings.** You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, ICANN's Uniform Domain Name Dispute Resolution Policy and/or Uniform Rapid Suspension, or any other dispute resolution mechanism required by ICANN or the Registry Operator.
7. **Compliance with Registry Operator Policies.** You agree that Your Domain Name will comply with any policies, procedures and guidelines that govern access to and use of the .ist TLD as established by the Registry Operator from time to time in a non-arbitrary manner and consistent with any requirements or obligations provided by ICANN or within the Agreement.
8. **Accurate Information.** You agree to provide accurate registration information for the Registered Domain Name (including email address confirmed by return email or other method) and immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
13. **Initial Launch.** You agree to comply with the terms and conditions of the initial launch of the .ist TLD (including without limitation all of the applicable periods defined in the Launch Policy (meaning the processes preceding general availability, as described in the launch policies containing the timeframes, processes, procedures and requirements that apply to Domain Name registrations for the .ist TLD) and further acknowledge that IMM, the Registry Operator and BERO have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Launch Policy, including, without limitation, (i) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (ii) the results of any dispute over registrations that are an identical match to trademarks or

service marks listed in the Trademark Clearinghouse.

9. **Prohibited Activity.** You agree to refrain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable Turkish law or any other applicable national and international law. Consequences for such activities are provided in the IMM Policies and include suspension of the Domain Name.
10. **No Liability.** You acknowledge that according to Law No. 5651 on Regulating Broadcasting in the Internet and Fighting against Crimes Committed through Internet Broadcasting and other relevant Turkish legal instruments governing the use of the Internet, the Information and Communications Technologies Authority of Turkey (“ICTA”) or other competent authorities may, through Internet access, hosting and content providers operating in Turkey, block or restrict access to a website associated with a Registered Domain Name in the .ist TLD in case of violation of relevant laws and regulations; and You agree that IMM, the Registry Operator and BERO shall not be liable whatsoever for such blocking or restriction of access concerning the Registered Domain Name.
11. **Representations and Warranties.** You represent and warrant that You will comply with:
  - a. All relevant laws, regulations, orders or decisions of courts and administrative authorities of Turkey, and of any other competent jurisdictions, provided that in the event that there is a conflict between the requirements or orders imposed by Turkish legislative, judicial or administrative authorities and those imposed by those authorities of any other jurisdiction, You shall comply with those imposed by Turkish authorities;
  - b. ICANN standards, policies, procedures, and practices for which the Registry Operator has responsibility in accordance with the Registry Agreement; and
  - c. Operation standards, policies, procedures and practices for the .ist TLD established from time to time by the Registry Operator, including those set forth in the Registrar Compliance Policy (currently available at: <http://nic.ist/politikalar/policies/registrar-compliance-policy>), in a non-arbitrary manner and applicable to all registrars, including affiliates of the Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and with the Agreement.
12. **Compliance with IMM Policies.** You agree to comply with the applicable IMM policies, currently available at: <http://nic.ist/politikalar/policies>.

## Exhibit CM

### Additional Terms and Conditions for .career TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CM shall apply only with respect to the .career TLD. Except as expressly modified by this Exhibit CM, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CM have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CM, the terms and conditions of this Exhibit CM shall prevail.
- 2.** The Registry Operator for the .career TLD shall be dotCareer LLC, a limited liability company formed under the laws of Delaware. The Registry Operator has been appointed to be the administrator of the .career TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .career TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .career TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/career/career-agmt-pdf-09oct13-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3.** You agree to comply with the .career Registry-Registrant Agreement, as posted at the Registry Operator’s website and as amended from time to time at the sole discretion of Registry Operator.
- 4. Right to Deny, Cancel or Transfer a Registration.** Without limiting anything in Section 15 of this Agreement, You acknowledge and agree that Registry Operator reserves the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of any Registrant, including placing any domain name(s) on registry lock, hold or similar status, without any notice thereto: (a) in the event of non-compliance by the Registrant with any provision of this Agreement, the .career Registry-Registrant Agreement, specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (b) to correct any mistakes made by Registry Operator, Registrar or any third party in connection with a domain name registration, or (c) for the non-payment of any fees due to Registry Operator.
- 5. Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless the Registry Service Provider, Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. This indemnification obligation will survive termination or expiration of this Agreement. For the purposes of this Exhibit CM, “**Registry Service Provider,**” or “**RSP,**” means the entity which provides Registry System functionality for

the Registry Operator. “**Registry System**” means the system operated by or for Registry Operator for registered names in the .career TLD.

6. **Malware.** You are prohibited from distributing malware, abusively operating botnets, phishing, or engaging in piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in activity contrary to applicable law. Consequences for such activities may include suspension of your domain name. You agree to: (a) grant Registry Operator and RSP all necessary licenses and consents to permit Registry Operator and/or RSP or its agent(s) to (i) perform, in Registry Operator or RSP’s unlimited and sole discretion, Malware Scans (meaning scans or other views of websites in the .career TLD for the purpose of detecting malware, or as necessary to protect the integrity, security, or stability of the Registry System), (ii) collect, store, and process data gathered as a result of such Malware Scans, (iii) disclose the results of such Malware Scan (including all data therefrom) to Registry Operator and/or ICANN, and (iv) use the results of such Malware Scan (including all data therefrom) in connection with (x) protecting the integrity, security or stability of the Registry System, and (y) providing reports and benchmarks based on aggregate data so long as the reports do not identify the TLD; (b) acknowledge that the results of any Malware Scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of Registrar or Registered Name Holder; (c) disclaim any and all warranties, representations or covenants that such Malware Scan will detect any and all malware or that Registry Operator or RSP is responsible for notifying Registrar or any Registered Name Holder of any malware or cleaning of any malware from any system or website; (d) indemnify, defend and hold harmless Registry Operator and RSP from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any Malware Scan, the failure to conduct a Malware Scan, the failure to detect any malware, clean any malware, or the use of any data from Malware Scans; and (e) not enter into any settlement or compromise of any such indemnifiable claim (as set forth in (d) above) without the Registry Operator and RSP’s prior written consent.
  
7. **Compliance with Terms and Conditions.** You agree to comply with:
  - a. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN,

- b. Operational standards, policies, procedures, and practices (such as, for example, start up, initial operations, sunrise, premium names, etc.) for the .career TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (“Operational Requirements”), including affiliates of Registry Operator, and consistent with the Registry Agreement with ICANN, as applicable, upon Registry Operator’s notification to Registrar of the establishment of those terms and conditions, and
  - c. Any and all applicable national, state or local law, regulation or court order in relation to operations and registrations in the Registry TLD.
8. **Fees.** You acknowledge and agree that (i) domain names in the .career TLD may be variably priced, for example, some reserved list (premium) domains may have different pricing than standard domain names; (ii) domain names in the .career TLD may further have non-uniform renewal registration pricing such that the registration fees for a domain name renewal may differ from other domain names in the .career TLD; and (iii) domain names in the .career TLD may have higher renewal pricing than the renewal pricing set forth at the time of initial registration of such domain name.

## Exhibit CN

### Additional Terms and Conditions for .bank TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CN shall apply only with respect to the .bank TLD. Except as expressly modified by this Exhibit CN, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CN have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CN, the terms and conditions of this Exhibit CN shall prevail.
- 2.** The Registry Operator for the .bank TLD shall be fTLD Registry Services, LLC, a limited liability company formed under the laws of Delaware. The Registry Operator has been appointed to be the administrator of the .bank TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .bank TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .bank TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/bank/bank-agmt-pdf-25sep14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Right to Deny, Cancel or Transfer a Registration.** Without limiting anything in Section 15 of this Agreement, You acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any Registered Name (meaning a domain name within the domain of the .bank TLD) registration or transaction, or place any Registered Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry Operator, Registry Service Provider (meaning the entity that provides Registry System functionality for Registry Operator), Registry Verification Agent (meaning the entity that provides Verification Services for Registry Operator), Registrar and/or any other contractually obligated vendors in connection with a domain name registration, or (iii) for the non-payment of fees to Registry Operator. For the purposes of this Exhibit CN, “**Registry System**” means the registry system for the Registered Names in the .bank TLD, including the Registry Verification Agent’s system, and “**Verification Services**” means the Registry Verification Agent’s process to verify the Registered Name Holder meets the eligibility requirements for registering/maintaining a .bank domain name registration.
- 4. Malware.** You are prohibited from distributing malware, abusively operating botnets, phishing, or engaging in piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in activity contrary to applicable law. Consequences for such activities may include suspension of Your domain name.

5. **Time of Domain Name Registration.** In the event of any dispute concerning the time of the entry of a Registered Name registration into the Registry System, the timestamp shown in the Registry System records shall control.
6. **Compliance with Registry Operator's Policies.** You agree to comply with Registry Operator's policies and procedures, as they may be instituted or updated from time-to-time and published on the Registry Operator's website at <https://www.ftld.com/policies>, including but not limited to: Registry Operator's Security Requirements; Acceptable Use and Anti-Abuse Policy; Name Allocation Policy; Name Selection Policy; Privacy Policy; Registrant Eligibility Policy; Registrant Eligibility Dispute Resolution Policy; Reserved Names Challenge Policy; Sunrise Dispute Resolution Policy; and Whois Access Policy.
7. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless the Registry Operator, Registry Service Provider, Registry Verification Agent, and other contractually obligated vendors, and in each case, their affiliates, partners, subcontractors, subsidiaries, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors, and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action, or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with, the your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.
8. **Compliance with Terms and Conditions.** You agree to comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN,
  - b. Registry Operator's Operational Requirements, including those set forth on Registry Operator's website at <https://www.ftld.com/resources>, <https://www.ftld.com/faq-registrar> and <https://www.ftld.com/faq-dotbank>,
  - c. Registry Operator's Security Requirements available at <https://www.ftld.com/security>
  - d. All applicable requirements and policies posted on Registry Operator's website at <https://www.ftld.com/policies>,
  - e. All applicable national, state or local law, regulation or court order in relation to its operations and registrations of the .bank TLD, and
  - f. All Public Interest Commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time) and community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time

to time).

- g. You will not use privacy or proxy registration services in registering or maintaining a Domain Name registration with the .bank TLD, as provided in the Registry Operator's Security Requirements available at <https://www.ftld.com/security>.
9. **Non-Standard Domains.** Non-standard domains have non-uniform registration and renewal pricing such that the registration fee for a non-standard domain name registration (e.g., domain names allocated through request for proposal or auction, single-characters, two-letters) may differ from the registration fee for a standard domain name registration in the .bank TLD.
10. **Registrant Compliance.** Registrant shall take all necessary action(s) as directed by Registrar or Registry Operator in relation to compliance actions, directives, or instructions from ICANN, and/or as otherwise directed by Registry Operator in its sole discretion as being reasonably necessary for the provision of Registry Services, and enforcing compliance with Registry Operator's Operational and Security Requirements and Operations Pledge, including monitoring for compliance regarding the Registered Name.
11. **Transmission of personal data.** If you also enter personal data in the contact handles, please note the following:

When you submit your registration order, the contact data you provide for this purpose will be transmitted to the Registry Operator (as showed in the order process, among others), which may publish the data in part via publicly accessible Whois directories. The transmission to the Registry Operator is necessary for the execution of your order and for the permanent registration of the domain name. If you have entered the data of a third person, you guarantee the lawfulness of the processing in accordance with Art. 6 para. 1 GDPR in addition to the corresponding authorization.



Exhibit CO  
Additional Terms and Conditions for .sucks TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CO shall apply only with respect to the .sucks TLD. Except as expressly modified by this Exhibit CO, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CO have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CO, the terms and conditions of this Exhibit CO shall prevail.
2. The Registry Operator for the .sucks TLD shall be Vox Populi Registry Inc., a corporation formed under the laws of Canada. The Registry Operator has been appointed to be the administrator of the .sucks TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .sucks TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .sucks TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/sucks/sucks-agmt-pdf-22dec14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Right to Deny, Cancel or Transfer a Registration.** Without limiting anything in Section 15 of this Agreement, you acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration, or (ii) for the non-payment of fees to Registry Operator.
4. **Indemnification.** Without limiting anything in Section 12 of this Agreement, you agree to indemnify, defend and hold harmless Registry Operator and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.
5. **Compliance with Terms and Conditions.** You agree to comply with the provisions set forth in the Registration Terms and Conditions available at <http://registry.sucks/policies> and any additional or modified terms published hereafter on the Registry Operator website at <http://www.registry.sucks/>. You agree to comply with Registry Operator’s Acceptable Use Policy and Terms of Service, available at <http://registry.sucks/policies>, as they may be updated from time to time and published on the Registry Operator website specific to the .sucks TLD and consistent with the Registry Agreement.

6. **Personal Data.** You acknowledge and agree that Personal Data about you is shared with Registry Operator during the registration process, and consent to such collection and use of Personal Data.
7. **Compliance with ICANN Policies.** You agree to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension Policy (“URS”), and any other rights protection mechanisms; and (ii) the Inter-Registrar Transfer Policy, as adopted by the ICANN Board of Directors on November 12, 2004; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Registry Operator or Registered Names Holders.
8. **Compliance with Operational Requirements.** You agree to comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
  - b. Operational standards, policies, procedures, and practices for the .sucks TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator and consistent with the Registry Agreement, as applicable, upon Registry Operator’s notification to Registrar of the establishment of those terms and conditions.

## Exhibit CP

### Additional Terms and Conditions for .istanbul TLD Registrations

13. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CL shall apply only with respect to the .istanbul TLD. Except as expressly modified by this Exhibit CL, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CL have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CL, the terms and conditions of this Exhibit CL shall prevail.
14. The Registry Operator for the .istanbul TLD shall be Istanbul Dijital Medya Tic. A.S., a company incorporated under the laws of the Republic of Turkey, which has entered into an agreement with Istanbul Metropolitan Municipality (“**IMM**”), a local government established under the authority of the laws of the Republic of Turkey, to carry out the operation, management, administration, maintenance and marketing of the .istanbul TLD on behalf of IMM. IMM has been appointed to be the administrator of the .istanbul TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .istanbul TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .istanbul TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/istanbul/istanbul-agmt-pdf-28aug14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
15. **Right to Deny, Cancel or Transfer a Registration.** Without limiting anything in Section 15 of this Agreement, You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet, (ii) to correct mistakes made by the Registry Operator or any back-end registry operator (“**BERO**”) in connection with a Domain Name registration, (iii) to protect the integrity and stability of IMM, the Registry Operator and/or BERO and to avoid any actual or potential liability, civil or criminal, on behalf of IMM, the Registry Operator and BERO and their contractors, subcontractors, affiliates, officers, directors, representatives, attorneys, employees, agents and public service providers; (iv) to protect the integrity and stability of the shared registry system and the operation of the Internet domain name system (v) to comply with all applicable laws, administrative authorities’ rules or resolutions, court decisions, law enforcement or decision from any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in the Agreement.
16. **Indemnity.** Without limiting anything in Section 12 of this Agreement, you agree to indemnify, defend and hold harmless IMM, the Registry Operator and BERO and their contractors, subcontractors, affiliates, directors, representatives, officers, attorneys,

employees, agents and public service providers from and against any and all claims, damages liabilities, costs and expenses, including legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.

17. **Personal Data.** Without limiting anything in Section 5 of this Agreement, You consent to the use, copying, distribution, publication, modification and other processing of Personal Data by the Registry Operator and its designees and agents, so long as the Registry Operator notifies the Registrar of the purposes for which the Personal Data is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. The Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrars. The Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrars regarding the purpose and procedures for such use.
18. **ICANN Proceedings.** You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, ICANN's Uniform Domain Name Dispute Resolution Policy and/or Uniform Rapid Suspension, or any other dispute resolution mechanism required by ICANN or the Registry Operator.
19. **Compliance with Registry Operator Policies.** You agree that Your Domain Name will comply with any policies, procedures and guidelines that govern access to and use of the .istanbul TLD as established by the Registry Operator from time to time in a non-arbitrary manner and consistent with any requirements or obligations provided by ICANN or within the Agreement.
20. **Accurate Information.** You agree to provide accurate registration information for the Registered Domain Name (including email address confirmed by return email or other method) and immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
14. **Initial Launch.** You agree to comply with the terms and conditions of the initial launch of the .istanbul TLD (including without limitation all of the applicable periods defined in the Launch Policy (meaning the processes preceding general availability, as described in the launch policies containing the timeframes, processes, procedures and requirements that apply to Domain Name registrations for the .istanbul TLD) and further acknowledge that IMM, the Registry Operator and BERO have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Launch Policy, including, without limitation, (i) the ability or inability of a registrant to obtain a registered Domain Name during these periods, and (ii) the results of any dispute over registrations that are an identical match to

trademarks or service marks listed in the Trademark Clearinghouse.

21. **Prohibited Activity.** You agree to refrain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable Turkish law or any other applicable national and international law. Consequences for such activities are provided in the IMM Policies and include suspension of the Domain Name.
22. **No Liability.** You acknowledge that according to Law No. 5651 on Regulating Broadcasting in the Internet and Fighting against Crimes Committed through Internet Broadcasting and other relevant Turkish legal instruments governing the use of the Internet, the Information and Communications Technologies Authority of Turkey (“ICTA”) or other competent authorities may, through Internet access, hosting and content providers operating in Turkey, block or restrict access to a website associated with a Registered Domain Name in the .istanbul TLD in case of violation of relevant laws and regulations; and You agree that IMM, the Registry Operator and BERO shall not be liable whatsoever for such blocking or restriction of access concerning the Registered Domain Name.
23. **Representations and Warranties.** You represent and warrant that You will comply with:
  - a. All relevant laws, regulations, orders or decisions of courts and administrative authorities of Turkey, and of any other competent jurisdictions, provided that in the event that there is a conflict between the requirements or orders imposed by Turkish legislative, judicial or administrative authorities and those imposed by those authorities of any other jurisdiction, You shall comply with those imposed by Turkish authorities;
  - b. ICANN standards, policies, procedures, and practices for which the Registry Operator has responsibility in accordance with the Registry Agreement; and
  - c. Operation standards, policies, procedures and practices for the .istanbul TLD established from time to time by the Registry Operator, including those set forth in the Registrar Compliance Policy (currently available at: <http://nic.istanbul/politikalar/policies/registrar-compliance-policy>), in a non-arbitrary manner and applicable to all registrars, including affiliates of the Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and with the Agreement.
24. **Compliance with IMM Policies.** You agree to comply with the applicable IMM policies, currently available at: <http://nic.istanbul/politikalar/policies>.

## Exhibit CR

### Additional Terms and Conditions for .shop TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CR shall apply only with respect to the .shop TLD. Except as expressly modified by this Exhibit CR, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CR have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CR, the terms and conditions of this Exhibit CR shall prevail.
- 2.** The Registry Operator for the .shop TLD shall be GMO Registry, Inc., a corporation formed under the laws of Japan. The Registry Operator has been appointed to be the administrator of the .shop TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .shop TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .shop TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/shop/shop-agmt-pdf-08apr16-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with Laws.** You agree to comply with all applicable laws and government regulations.
- 4. Compliance with ICANN Policies.** You agree to comply with all ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 5. Compliance with Registry Operator Policies.** You agree to comply with all operational standards, policies, procedures and practices for the Registry System (meaning the shared registry system operated by the Registry Operator for registration of Domain Names in the .shop TLD), established from time to time by the Registry Operator.
- 6. Indemnification.** Without limiting anything in Section 12 of this Agreement, you agree to indemnify, defend and hold harmless the Registry Operator, including its directors, officers, employees, subcontractors and agents, to the maximum extent required by law, from and against any claims, damages, liabilities, costs and expenses arising out of or relating to any application and/or request for the registration of a Domain Name made hereunder, the registration of a Domain Name and/or the use of a Domain Name. Such obligation to indemnify, defend and hold harmless the Registry Operator shall survive the termination of this Agreement.

7. **Accurate Information.** You agree to update or correct registration information during the registered term of a Registered Domain Name.
8. **Use of Personal Data.** You acknowledge and accept that the Registry Operator may make such use of Your Personal Data, which use includes the processing, copying, publishing, modifying and making available through the WHOIS Service (meaning the WHOIS service available via Port 43 in accordance with RFC 3912, and the web-based directory service that provides free public query-based access to the elements described in Specification 4 of the Registry Agreement), of any such data, and You authorize Your subcontractors and agents to do the same, in accordance and compliance with relevant applicable data protection and privacy legislation, and for the sole purposes of allowing the Registrar to render the Domain Name registration services under the Registry Agreement.
9. **Dispute Resolution.** You agree to adhere to the Domain Name dispute resolution proceedings under the UDRP and URS concerning Registered Domain Names, where applicable.
10. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch phases of the .shop TLD, the sunrise period, and the corresponding dispute resolution processes as set out in the .shop TLD policies, and acknowledge that the Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, including but not limited to (a) the ability or inability of a Registrant to obtain a Domain Name registration during this period and (b) the results of any dispute procedures.
11. **Renewal Pricing.** You agree to higher renewal pricing for a Domain Name where, at the time of the initial registration of the Domain Name, clear and conspicuous disclosure of such renewal pricing was made.
12. **Malware.** You are prohibited from using a Registered Domain Name to distribute malware, abusively operate botnets, engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, or counterfeiting, or otherwise engage in activity contrary to applicable law.
13. **Right to Deny, Cancel or Transfer Registration.** Without limiting anything in Section 15 of this Agreement, You acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity or stability of the registry, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) in the event of the occurrence of one of the prohibited activities listed in this Exhibit CR, or (f) to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration. The Registry

Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.



## Exhibit CS

### Additional Terms and Conditions for .blog TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CS shall apply only with respect to the .blog TLD. Except as expressly modified by this Exhibit CS, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CS have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CS, the terms and conditions of this Exhibit CS shall prevail.
- 2. The Registry Operator for the .blog TLD shall be Knock Knock WHOIS There, LLC,** a Delaware limited liability company, which has assumed the agreement between the U.S. Department of Commerce (“DoC”) and Primer Nivel S.A., a Republic of Panama Société Anonyme (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/blog/blog-agmt-pdf-14may15-en.pdf>), the relevant portions of which are incorporated herein by this reference. The Registry Operator has been appointed to be the administrator of the .blog TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .blog TLD.
- 3. Compliance with ICANN Policies.** You agree to comply with all ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 4. Compliance with Registry Operator Policies.** You agree to comply with all operational standards, policies, procedures and practices for the .blog TLD established from time to time by Registry Operator, including without limitation all Registry Policies. “**Registry Policies**” include those policies, procedures, guidelines, launch plans and criteria promulgated by Registry Operator and updated from time to time, as authorized by ICANN in the Registry Agreement, including such policies published by Registry Operator on the “**Registry Website**” (meaning the Registry Operator’s primary website, accessible at nic.blog or whatever website nic.blog resolves to, where information about the Registry Operator and Registry Policies can be found, which are incorporated herein by reference). Any additional or revised Registry Operator operational standards, policies, procedures, and practices for the .blog TLD shall be effective thirty (30) days after posting on the Registry Website. If there is a discrepancy between the terms required by the agreement between Registry Operator and Registrar (the “**Registry-Registrar Agreement**”) and the terms of this Agreement, the terms of the Registry-Registrar Agreement shall supersede those of this Agreement.
- 5. Indemnification.** Without limiting anything in Section 12 of this Agreement, you agree to indemnify, defend and hold harmless the Registry Operator, and its agents,

subcontractors, director, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain Name Registration and the use thereof. Such obligation shall survive the termination of this Agreement.

6. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in the Registry-Registrar Agreement, the Registry Agreement, current ICANN policies, and with relevant mandatory local data protection and privacy laws.
7. **ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy and Uniform Rapid Suspension System.
8. **Registration Information.** You agree to correct and update the registration information for the Registered Name during the registration term for the Registered Name.
9. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .blog TLD, including without limitation the “**Qualified Launch Program**” a/k/a “**QLP**” (meaning the specific launch phase before the Sunrise period during which domain names can be allocated by Registry Operator to third parties as allowed for by the Registry Agreement as well as ICANN’s RPM policies and the corresponding QLP Addendum), Sunrise period, and all “**Limited Registration Periods**” a/k/a “**LRPs**” (meaning specific launch phases during which the registration of domain names will be limited by additional restriction and verification that will be required during the registration process). You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the QLP, Sunrise period or any LRPs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise registration.
10. **Malware, Infringement, and Deceptive Practices.** You agree to abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law.
11. **Right to Deny, Cancel or Transfer Registration.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable Registry Policies and ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal,

on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities described in Section 10 of this Exhibit CS above; or (7) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

12. **Registry Operator's Dispute Policies.** You agree to submit to proceedings commenced under other dispute policies as set forth by Registry Operator from time to time in the Registry Policies, including but not limited to processes for suspension of a Domain Name by claims sought by intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .blog TLD.
13. **Third Party Beneficiary.** Notwithstanding anything in this Agreement to the contrary, Knock Knock WHOIS There, LLC, the Registry Operator of the .blog 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 Knock Knock WHOIS There, LLC have vested and that Knock Knock WHOIS There, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar becoming a registrar for the .blog TLD. Additionally, the third party beneficiary rights of Knock Knock WHOIS There, LLC shall survive any termination of this Agreement.

## Exhibit CT

### Additional Terms and Conditions for .doctor TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CT shall apply only with respect to the .doctor TLD. Except as expressly modified by this Exhibit CT, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CT have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CT, the terms and conditions of this Exhibit CT shall prevail.
2. The Registry Operator for the .doctor TLD shall be Brice Trail, LLC, a Delaware limited liability company. The Registry Operator has been appointed to be the administrator of the .doctor TLD by the U.S. Department of Commerce (“**DoC**”) to operate a shared registration system, TLD nameservers, and other equipment for the .doctor TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .doctor TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/doctor/doctor-agmt-pdf-02jun16-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Representations and Warranties.** You represent and warrant that:
  - a. Your application or registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose, and does not infringe the rights of any third party;
  - b. You shall participate in good faith in any proceedings commenced by or against You as described in the terms and conditions set forth by the Registry Operator or the agreement between the Registry Operator and the Registrar (“**Registry-Registrar Agreement**”);
  - c. You accept and will abide by the rules, protocols, policies or procedures, including without limitation the terms and conditions and the Registry-Registrar Agreement adopted and/or amended from time to time by the Registry (“**Registry Policies**”).
4. **Reservation of Registry Operator’s Rights.** You acknowledge and accept that the Registry Operator shall be entitled, but not obligated, to reject an application or registration, or to delete, revoke, suspend, cancel or transfer a registration:
  - a. To enforce Registry Policies and ICANN requirements, each as amended from time to time;

- b. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements or Registry Policies;
  - c. To protect the integrity and stability of the shared registration system (meaning the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining registrations and allows Domain Protected Marks List (“**DPML**”) registrars to provision objects to apply for, register, modify and maintain DPML blocks) or the management of the Registry Operator;
  - d. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court of administrative authority, or any dispute resolution service provider the Registry Operator may retain to oversee the arbitration and mediation of disputes;
  - e. To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
  - f. To correct mistakes made by the Registry Operator or any Registrar in connection with a registration; or
  - g. As otherwise provided in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement.
5. **Sunrise Applications.** If You submit a sunrise application, You acknowledge, represent and warrant that:
- a. The sunrise application or registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
  - b. You shall participate in good faith in any proceedings described in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement;
  - c. The Registry Operator or its agents are authorized to share information – to the Trademark Clearinghouse, other sunrise applicants, or the general public – relating to Your sunrise application;
  - d. You accept and will abide by the Registry Policies;

- e. The Registry Operator is entitled, but not obligated, to reject a sunrise application or registration, or to delete, revoke, cancel or transfer a sunrise registration:
  - i. To enforce Registry Policies and ICANN requirements, each as amended from time to time;
  - ii. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN requirements or Registry Policies;
  - iii. To protect the integrity and stability of the shared registration system, (meaning the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining registrations and allows DPML registrars to provision objects for, register, modify and maintain DPML blocks) or the management of the Registry Operator;
  - iv. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court of administrative authority, or any dispute resolution service provider the Registry Operator may retain to oversee the arbitration and mediation of disputes;
  - v. To establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry Operator or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
  - vi. To correct mistakes made by the Registry Operator or any Registrar in connection with a sunrise registration;
  - vii. If the Registry Operator receives notice that the SMD File (meaning the file issued by the Trademark Clearinghouse proving that the Trademark Clearinghouse application data for one or more Trademark Clearinghouse-eligible terms have been successfully validated and entered into the Trademark Clearinghouse database) is under dispute; or
  - viii. As otherwise provided in the terms and conditions set forth by the Registry Operator or the Registry-Registrar Agreement.

## **6. Preventing Abuse.**

- a. You agree that, if an approved privacy or proxy service is used, You have provided truthful and complete credentials to the Registrar or DPML registrar, as the case may be. Additionally, You agree to participate in and abide by any

determinations made as part of the Registry Operator's dispute resolution process, including without limitation the Registry Operator's policy regarding anti-abuse and acceptable use of its services, as may be amended from time to time, located at [www.donuts.co](http://www.donuts.co) or any other URL directed from such website, ICANN's Uniform Rapid Suspension System, and ICANN's Uniform Dispute Resolution process.

- b. Where a second level domain (“**SLD**”) corresponds with a two character country-code TLD (“**ccTLD**”), You (as a registrant of such SLD) have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.
  - c. If You hold Yourself out to be a licensed medical practitioner, You must be able to demonstrate to the Registrar and Registry Operator, upon request, that You hold the applicable license.
  - d. If You are found to have repeatedly engaged in abusive registrations or practices, You and Your agents or parties determined to be acting in concert with You may, at the Registry Operator's sole discretion, be disqualified from maintaining any current or future registrations or DPML blocks in any Donuts registry.
7. **Limitation of Liability.** You agree that the Registry Operator's aggregate liability for damages shall be limited to amounts specified in the Registry-Registrar Agreement, and that no greater or other damages may be claimed from the Registry Operator (such as, but not limited to, any fees payable or paid by the Registrar in the context of any proceedings initiated against a decision by the Registry Operator to register or not to register a Domain Name). You agree to submit to binding arbitration for disputes arising from the terms and conditions set forth by the Registry Operator and related to the allocation of Domain Name. You agree to hold the Registry Operator harmless from claims filed or disputes initiated by third parties, and You shall compensate the Registry Operator for any costs or expenses incurred or damages for which the Registry Operator may be held liable as a result of third parties taking action against the Registry Operator on the grounds that the applications for the registration, DPML block or use of the SLD by You infringes the rights of a third party.
8. **Registry Operator Not a Party.** You agree that the Registry Operator and its affiliates (including Donuts), and their respective managers, directors, employees, contractors and agents are not a party to any agreement between You, or any party acting in Your name or on behalf of You, and the Registrar.

## Exhibit CU

### Additional Terms and Conditions for .design TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CU shall apply only with respect to the .design TLD. Except as expressly modified by this Exhibit CU, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CU have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CU, the terms and conditions of this Exhibit CU shall prevail.
- 2. The Registry Operator for the .design TLD shall be Top Level Design, LLC, a Florida limited liability company.** The Registry Operator has been appointed to be the administrator of the .design TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .design TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .design TLD (“**Registry Agreement**” currently available at: <https://newgtlds.icann.org/sites/default/files/agreements/agreement-approved-global-amendment-31jul17-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with Laws.** You agree to comply with all applicable laws, including those related 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.
- 4. Malware.** You agree not to engage in distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. You agree that consequences for such activities include suspension and/or deletion of the Domain Name.
- 5. Sensitive Data.** If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws of the provision of such services, including security measures applicable to that sector.
- 6. Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless the Registry Operator, CentralNic Ltd. (a registry services provider for Registry Operator) (“**CentralNic**”), and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain



Name Registration. This indemnification obligation will survive termination or expiration of this Agreement.

7. **Compliance with Terms and Conditions.** You will comply with each of the following requirements:
  - a. ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
  - b. Operational standards, policies, procedures and practices for the .design TLD (including those available at <https://toplevel.design/policy/>) established from time to time by Registry Operator in a non-arbitrary manner and applicable to all Registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures and practices and the Registry Agreement.
8. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents for the purposes of providing the registry services (including but not limited to publication of registration data in the directory services also known as "Whois" or "RDDS"), and for the purposes of data escrow requirements as determined by ICANN. Registry Operator will not use or authorize the use of Personal Data in anyway way that is incompatible with such purposes. Registry Operator will not assign the data to any third party. When required by ICANN, however, Registry Operator may make Personal Data available to ICANN or the relevant government or law enforcement authorities for inspection. With respect to third-party individuals whose Personal Data is provided by You to the registry system for Registered Domain Names in the .design TLD, you represent and guarantee that You have informed such third party individuals of the intended use by Registry Operator of their Personal Data. Registry Operator will take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Additionally, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analyses will not disclose individual Personal Data.
9. **ICANN Policies.** You agree to submit to proceedings commenced under ICANN's UDRP and URS under ICANN's related rules.
10. **Contact Information and Updates.** You agree to provide accurate and reliable contact details, including: Your full name, postal address, email address, voice telephone number and fax number if available; name of authorized person for contact purposes if You are an organization, association, or corporation; and the following data elements: (i) the name of the Registered Domain Name being registered, (ii) the primary name server and secondary name server(s) for the Registered Domain Name, and corresponding names of those name servers if available, (iii) unless automatically generated by the registry system, the identity of the Registrar, (iv) unless automatically generated by the registry system, the expiration date of the registration and (v) public

access to data on the Registered Domain Name. You agree to promptly correct and update the registration information for the Registered Domain Name during the registration term for such Registered Domain Name. Your provision of inaccurate or unreliable information, or failure to promptly update such information, will constitute a material breach of this Agreement and be a basis for cancellation of the Registered Domain Name registration.

11. **Initial Launch.** When applicable, You agree to be bound by the terms and conditions of the initial launch of the .design TLD, including without limitation the sunrise period and land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) Your ability or inability to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over a sunrise registration.
12. **Registry Operator's Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry, (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement or any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees and those of CentralNic, (4) per the terms of this Agreement or (5) to correct mistakes made by Registry Operator or the Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit CV

### Additional Terms and Conditions for .eco TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CV shall apply only with respect to the .eco TLD. Except as expressly modified by this Exhibit CV, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CV have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CV, the terms and conditions of this Exhibit CV shall prevail.
2. The Registry Operator for the .eco TLD shall be Big Room Inc., a Canada Business Corporation. The Registry Operator has been appointed to be the administrator of the .eco TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .eco TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .eco TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/eco/eco-agmt-pdf-08jul16-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain Name registration and its respective content in the web-based directory created by the Registry Operator consisting of inter alia the Eco Profiles of You and other Registered Domain Name holders (“**Eco System**”). “**Eco Profile**” means the web-based listing created by Registry Operator consisting of environmental and/or sustainability information entered by and relating to You and other Registered Domain Name holders. This indemnification obligation survives the termination or expiration of this Agreement.
4. **Compliance with Terms and Conditions.** You agree to comply with:
  - a. ICANN standards, policies, procedures and practices as may be adopted or amended from time to time; and
  - b. Operational standards, policies, procedures and practices for the .eco TLD established from time to time by Registry Operator or the technical backend provider selected by the Registry Operator (“**Registry Service Provider**”) in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and this Agreement (the “**Registry Policies**”). The most current Registry Policies will be made available on Registry Operator’s website at

[www.home.eco/policies](http://www.home.eco/policies) or other method to be advised by the Registry Operator from time to time, and are subject to change from time to time as described in clause 2.10 of the Registry Agreement.

5. **Data.** You certify that the data provided in Your Domain Name registration is true, correct, up to date and complete. You will immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name.
6. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents for the purposes of (a) verification by Registry Operator of qualifications of Registered Domain Name holders, (b) directory listings of Registered Domain Name holders, (c) Eco Profile and Eco System services for Registered Domain Name holders, including, for example, environmental fund and awareness raising programs, (d) demographic data collected for statistical analysis and (e) communications with Registered Domain Name holders to implement the above. You agree that Personal Data may be stored in or transmitted to a country that does not have data protection standards which are the equivalent of those in the European Economic Area, including without limitation Canada and the United States of America. Registry Operator and Registry Service Provider will take appropriate technical and organizational security measures to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator and Registry Service Provider will not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrar. Registry Operator and Registry Service Provider may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is computable with the notice provided to Registrar regarding the purpose and procedures for such use.
7. **Compliance with Laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data and financial disclosures. You will comply with applicable consumer protection laws and regulations when the .eco TLD (the term “eco”) is used to describe environmental characteristics or to imply environmental benefit associated with a product or service.
8. **Sensitive Information.** If You collect and maintain sensitive health and financial data, You will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
9. **ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN’s dispute resolution procedures related to Rights Protection Mechanisms (“RPMS”), including without limitation the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails.

10. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .eco TLD, including without limitation, the procedure and process for compliance with ICANN's RPMs, including the Trademark Clearing House requirements and the Sunrise Dispute Resolution Policy, and You further acknowledge that Registry Operator and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs, the sunrise and dispute resolution procedures relating thereto, including, without limitation (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute over the outcome of any dispute resolution proceeding.
11. **Server Hold Status.** You acknowledge and agree that all .eco Domain Names will be registered on server hold status pending Your compliance with the minimum requirements to activate a .eco Domain Name: (a) pledging in Your Eco Profile to support positive change for the planet and to be honest when sharing environmental actions and (b) affirming in Your Eco Profile Your eligibility under the Registry Policies.
12. **Registry Operator's Rights.** You acknowledge and agree that the Registry Operator itself, or through the Registry Service Provider, reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name on server hold, registry lock or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) as part of the Verification procedures, or (f) to correct mistakes made by the Registry Operator, the Registry Service Provider, or the Registrar in connection with a Domain Name registration. "**Verification**" means the process of verifying the qualification established from time to time by the Registry Operator for Registered Domain Name holders to hold and use their Registered Domain Name(s) in the .eco TLD.
13. **Malware.** You acknowledge and agree that You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, posting false information, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described in this Agreement may result in remedial measures, including but not limited to the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any Domain Name, and the suspension of the Domain Name.

## Exhibit CW

### Additional Terms and Conditions for .eus TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CW shall apply only with respect to the .eus TLD. Except as expressly modified by this Exhibit CW, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CW have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CW, the terms and conditions of this Exhibit CW shall prevail.
- 2. The Registry Operator for the .eus TLD shall be Puntueus Fundazioa, a non-for profit association formed under the laws of Spain. The Registry Operator has been appointed to be the administrator of the .eus TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .eus TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .eus TLD (“Registry Agreement” currently available at: <https://www.icann.org/sites/default/files/tlds/eus/eus-agmt-pdf-12dec13-en.pdf>), the relevant portions of which are incorporated herein by this reference.**
- 3. Compliance with Policies.** You agree to comply with all Registry Policies adopted by the Registry Operator. The “Registry Policies” means any policies, including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria approved by Registry Operator from time to time, as authorized by ICANN, including the policies made available at <http://domeinuak.eus/en/register/domain-policies>.
- 4. Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree that (a) You are fully responsible for the registration and use of the Registered Domain Name and (b) You will indemnify, to the maximum extent permitted by applicable law, defend and hold harmless Registry Operator, Registry Operator’s service providers, as well as Registry Operator’s directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Your Domain Name registration and/or use.
- 5. Registry Operator’s Rights.** You agree that Registry Operator and registry service providers acting on behalf of Registry Operator reserve the right to change the status of the Domain Name during resolution of a dispute or a compliance procedure (e.g., put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to (a) protect the integrity, security and stability of the registry system, (b) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any relevant authority, or in compliance with any dispute resolution process, (c) avoid any liability of Registry Operator, its affiliates, members, subsidiaries, officers, directors and employees, (d) stop or prevent

any violations of any terms and conditions of Registry Operator's agreement with the Registrar, (e) correct mistakes made by Registry Operator, its service providers or the Registrar in relation to a Domain Name registration and (f) ensure compliance with ICANN and/or the Registry Policies.

6. **Data Updates.** You will immediately correct and update the registration information for the Registered Domain Name during the registration term.
7. **Dispute Resolution.** You will adhere and comply with all applicable ICANN or Registry Operator mandated policies and procedures for resolution of disputes concerning domain names registered in the .eus TLD registry system.
8. **Malware.** You will not engage in distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to applicable law. Potential consequences for such activities will include suspension of the Domain Name.
9. **Third-Party Beneficiary.** You acknowledge that Registry Operator is a third party beneficiary of this Agreement, entitled to enforce the rights vested by the policy compliance provisions of this Agreement.

## Exhibit CX

### Additional Terms and Conditions for .fun TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CX shall apply only with respect to the .fun TLD. Except as expressly modified by this Exhibit CX, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CX have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CX, the terms and conditions of this Exhibit CX shall prevail.
- 2. The Registry Operator for the .fun TLD shall be DotSpace Inc., which has assumed the agreement between the U.S. Department of Commerce (“DoC”) and Oriental Trading Company regarding the registration of Domain Names in the .fun TLD (“Registry Agreement”** currently available at: <https://www.icann.org/sites/default/files/tlds/fun/fun-agmt-pdf-14jan16-en.pdf>), the relevant portions of which are incorporated herein by this reference. The Registry Operator has been appointed to be the administrator of the .fun TLD by to operate a shared registration system, TLD nameservers, and other equipment for the .fun TLD.
- 3. Registry Operator’s Rights.** You acknowledge and agree that Registry Operator reserves the absolute right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (b) to correct mistakes made by the Registry Operator or the Registrar in connection with a Domain Name registration, (c) for the non-payment of fees to the Registry Operator, (d) to protect the integrity and stability of the registry system, (e) to comply with any applicable laws, government rules or requirements, requests of law enforcement or any dispute resolution process, (f) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees.
- 4. Compliance with Laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
- 5. Sensitive Data.** If You collect and maintain sensitive health and financial data, You will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.



6. **Malware.** You represent and warrant that You will not use any Domain Name registration within the .fun TLD to engage in distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity. Consequences for such activities include suspension of the Domain Name.
  
7. **Compliance with Policies.** You agree to comply with:
  - a. ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
  
  - b. All operational standards, procedures, practices and policies for the .fun TLD, including the Radix Acceptable Use and Anti-Abuse Policy (“AUP”) and all other applicable policies which will be available on the Radix website ([www.radixregistry.com](http://www.radixregistry.com)), established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN’s standards policies, procedures and practices and the Registry Agreement, as applicable, upon Registry Operator’s notification to Registrar of the establishment of those terms and conditions.
  
8. **Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registry Operator and its designees and agents, including data escrow requirements in compliance with this Section 8, or as specified by ICANN from time to time for new generic TLDs. Registry Operator will take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator will not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registry Operator to Registrar (regarding the purposes for which the Personal Data is collected, the intended recipients or categories of recipients of such Personal Data, and the mechanism for access to and correction of such Personal Data). Registry Operator may from time to time use the aggregated demographic data collected for statistical analysis provided that such use is compatible with the notice provided to Registrar. Registry Operator will not share, sell, rent or otherwise disclose such data to any third parties.
  
9. **Fees.** You agree that registration and renewal fees for some Domain Names in the .fun TLD are variable and will differ from registration and renewal fees for other Domain Names within the .fun TLD. This includes, but is not limited to, non-standard pricing for “**Premium Domain Names**” (meaning Domain Names designated by the Registry Operator, in its sole discretion, for non-standard pricing) and renewal fees, which differs from the pricing of “**Standard Domain Names**” (meaning the most common type of Domain Name made available by Registry Operator at standard pricing on a first-come, first-served basis in the .fun TLD). In addition, the registration, renewal and transfer fees for each of the following TLDs are variable: .web, .home, .host, .hotel, .doctor, .music, .online, .press, .shop, .site, .space, .store, .website, .tech and .fun.

10. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .fun TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN’s rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and You further acknowledge that Registry Operator and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute over a sunrise registration.
11. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless Registry Operator, Registry Operator’s “**Registry Service Provider**” (meaning the registry service provider designated and contracted with the Registry Operator or its assigns) and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to Your Domain Name registration, any breach of this Agreement or any use of the Domain Name. This indemnification obligation will survive the termination or expiration of this Agreement.

## Exhibit CY

### Additional Terms and Conditions for .irish TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CY shall apply only with respect to the .irish TLD. Except as expressly modified by this Exhibit CY, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CY have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CY, the terms and conditions of this Exhibit CY shall prevail.
2. The Registry Operator for the .irish TLD shall be Dot-Irish LLC, a Delaware limited liability company. The Registry Operator has been appointed to be the administrator of the .irish TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .irish TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .irish TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/irish/irish-agmt-pdf-07aug14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your Domain Name registration. This indemnification obligation survives the termination or expiration of this Agreement.
4. **Compliance with Terms and Conditions.** You agree to comply with:
  - a. ICANN standards, policies, procedures and practices as may be adopted or amended from time to time; and
  - b. Operational standards, policies, procedures and practices for the .irish TLD (including the policies made available at <http://myname.irish/about-dot-irish/>) established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN’s standards, policies, procedures and practices and this Agreement.
5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with this Section 5. Registry

Operator will notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected and processed, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Such Personal Data may be stored in or transmitted to a country that does not have data protection standards which are equivalent of those in the EU, including without limitation the U.S.A.

6. **ICANN Proceedings.** You agree to submit to proceedings commenced under ICANN's UDRP and URS.
7. **Updates.** You agree to immediately correct and update the registration information for the Registered Domain Name during the registration term for such Registered Domain Name.
8. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .irish TLD as published by Registry Operator from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry Operator for the .irish TLD (including, without limitation, the Trademark Clearinghouse), and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings or processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .Irish TLD, including, without limitation: (a) Your ability or inability to obtain a Registered Domain Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
9. **Registry Operator's Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry system, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any "**Credit Facility**" (meaning any of Registry Operator's credit policies that are posted online by Registry Operator or made available by Registry Operator to Registrar, as such policies may be supplemented, amended or replaced from time to time) or (f) to correct mistakes made by Registry Operator or Registrar in connection with a Domain Name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit CZ

### Additional Terms and Conditions for .cam TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit CZ shall apply only with respect to the .cam TLD. Except as expressly modified by this Exhibit CZ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit CZ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit CZ, the terms and conditions of this Exhibit CZ shall prevail.
2. The Registry Operator for the .cam TLD shall be AC Webconnecting Holding B.V., a company formed under the laws of the Netherlands. The Registry Operator has been appointed to be the administrator of the .cam TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .cam TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .cam TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/cam/cam-agmt-pdf-21apr16-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Registry Operator’s Rights.** You acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., ICANN policies and RFC’s), (b) to correct mistakes made by the Registry Operator or Registrar in connection with a Domain Name registration, or (c) for the non-payment of fees to the Registry Operator.
4. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This indemnification obligation will survive termination or expiration of this Agreement.
5. **Compliance with Policies.** You agree to comply with:
  - a. All ICANN standards, policies, procedures and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and all ICANN-mandated and TLD-specific rights protection mechanisms; and

- b. Operational standards, policies, procedures and practices for the .cam TLD (including the .cam Anti-Abuse Policy and other policies made available at <https://nic.cam/#resources>) established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all registrars and consistent with the Registry Agreement, as applicable upon the Registry Operator's notification to the Registrar of the establishment of those terms and conditions.

## Exhibit DA

### Additional Terms and Conditions for .health TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DA shall apply only with respect to the .health TLD. Except as expressly modified by this Exhibit DA, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DA have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DA, the terms and conditions of this Exhibit DA shall prevail.
2. The Registry Operator for the .health TLD shall be DotHealth, LLC, a Delaware limited liability Company. The Registry Operator has been appointed to be the administrator of the .health TLD by the U.S. Department of Commerce (“DoC”) to operate a shared registration system, TLD nameservers, and other equipment for the .health TLD, and has entered into an agreement with DoC regarding the registration of Domain Names in the .health TLD (“**Registry Agreement**” currently available at: <https://www.icann.org/sites/default/files/tlds/health/health-agmt-pdf-11feb15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** Without limiting anything in Section 12 of this Agreement, You agree to (within 30 days of demand) indemnify, defend and hold harmless Registry Operator, Registrar and their respective affiliates, successors and assigns, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents (and all of their successors and assigns) from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), whether known or unknown, fixed or contingent, arising out of or relating in any way to Your Domain Name registration, including, without limitation, the use, registration, extension, renewal, deletion and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You agree not to enter into any settlement or compromise of any such indemnifiable claim without Registrar’s prior written consent, which consent will not be unreasonably withheld. The indemnification obligation under this Section 3 will survive termination or expiration of this Agreement for any reason.
4. **Compliance with Policies.** You agree to comply with:
  - a. All of Registry Operator’s obligations under the Registry Agreement, as applicable, all of Registrar’s obligations under the registrar accreditation agreement between ICANN and Registrar, as applicable, and all standards, policies, procedures, specifications and practices adopted or promulgated by ICANN that Registry Operator is bound to comply with pursuant to the

Registry Agreement or that are otherwise binding on Registry Operator, as the same may be modified, supplemented, amended and/or replaced from time to time, including, without limitation, Consensus Policies (including, without limitation, the UDRP), Temporary Policies and ICANN RPMs (meaning the rights protection mechanisms Registry Operator is bound to comply with pursuant to Specification 7 of the Registry Agreement, including, without limitation, the Trademark Clearinghouse Requirements, the PDDRP, and the URS, including the implementation of determinations issued by URS examiners) (collectively, the “**ICANN Requirements**”).

- b. Operational standards, policies, procedures and practices for the .health TLD as set forth in the Registry Agreement and as may be established by Registry Operator and provided to Registrar from time to time, consistent with ICANN Requirements, as the same may be modified, supplemented, amended or replaced from time to time, including, without limitation (a) those relating to the marketing and/or promotion of the .health TLD and the Registry Operator Privacy Policy, (b) those set forth on Registry Operator’s website located at [www.get.health](http://www.get.health) and any other website designated by Registry Operator as a repository for Registry Operator’s policies upon at least 30 days’ notice to Registrar, and (c) those set forth in the .health Registrar Guide provided to Registrar. You agree to be subject to any dispute resolution process for the resolution of disputes regarding Registered Domain Names that may be adopted by the Registry Operator, as the same may be modified, supplemented, amended or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.
5. **Compliance with Laws.** You agree to comply with all applicable international, national, state and local laws, rules, regulations, ordinances, decrees and judgments, including, without limitation, laws relating to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data and financial disclosures.
  6. **Certifications.** You certify that to the best of Your knowledge, information and belief under penalty of fraud:
    - a. The data provided in the Domain Name registration application is true, correct, current and complete, and You will ensure that all such information is kept up to date;
    - b. Neither the registration nor the use of the requested Domain Name interferes with or infringes upon the lawful rights of any person or entity;
    - c. The Domain Name is not being registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable law, including, without limitation for the submission of



unsolicited bulk e-mail, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and

- d. You have the full power and authority to enter into this Agreement on behalf of the person or entity that will be the registrant and will be responsible for any errors, falsifications or omissions of information.
7. **Malware.** You will not engage in the distribution of malware, abusive operation of botnets, phishing, piracy, trademark infringement, copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Consequences for such activities include suspension of the registration.
8. **Sensitive Data.** If You collect and maintain sensitive health and financial data, You agree to implement reasonable and appropriate security measures commensurate with the offering of those services as defined by applicable law.
9. **Registry Operator's Rights.** Your registration of any Registered Domain Name or Your application for a registration may be cancelled if Registry Operator or Registrar determines that You have provided information that is incorrect, false or inaccurate, either in the initial registration process or in any subsequent communications, or in the event You violate any terms of this Agreement. You agree that Your registration of any Registered Domain Name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Registry Operator's security or registration policies, or as a result of a dispute resolution.
10. **Personal Data.** You consent to Registry Operator's collection and use of your Personal Data consistent with the Registry Operator's Privacy Policy and this Agreement. Registry Operator will notify Registrar of its Privacy Policy regarding Registry Operator's and/or Registrar's collection, use and disclosure of Personal Data. Registry Operator will take commercially reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction.
11. **Administrative Contact.** All official contact, correspondence and/or other information sent from or on behalf of Registrar, Registry Operator, ICANN or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database for the Registered Domain Name. You represent and warrant that the designated administrative contact is authorized to receive all such communication and information. "**Registry Database**" means a database comprised of data about one or more DNS Domain Names within the domain of the .health TLD that is used to generate either DNS resource records that are published authoritatively or responses to Domain Name availability lookup requests or WHOIS queries, for some or all of those names.

12. **Information in WHOIS Database.** You authorize Registrar and Registry Operator to publish the following information in the WHOIS database and elsewhere: (a) names, addresses, telephone numbers and email addresses of You and Your designated administrative contact, (b) name, address, telephone number and email address of Your technical contact, (c) name, address, telephone number and email address of Your billing contact, and (d) dates related to the creation, last update and expiration of the Registered Domain Name.
13. **Governing Law.** All disputes, claims and controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation or suspension of any Registered Domain Name or otherwise relating to the .health TLD between You and Registry Operator will be governed exclusively by the laws of the State of Florida, and, if applicable, the laws of the U.S.A., and any such disputes, claims or controversies will be brought and heard exclusively in the state or federal (if a basis for federal jurisdiction exists) courts located in Miami, Florida. All disputes, claims and controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation or suspension of any Registered Domain Name or otherwise relating to the .health TLD between You on the one hand and Registrar and/or any Reseller on the other will be governed by the laws of either (a) the State of Florida or (b) the jurisdiction in which Your or the Registrar's principal office or place of organization/incorporation is located, or Your place of residence if You are an individual.
14. **Assignment and Cancellation.** You will assume all responsibility and liability arising out of any assignment by You of the Registered Domain Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Domain Name, or any website associated with the Registered Domain Name. You will be the only person authorized to (a) transfer the registration for any Registered Domain Name, (b) update or change any information related to the registration (though the designated technical contact will be authorized and able to change the date related to DNS servers) or (c) request the permanent cancellation of the registration of a Registered Domain Name.
15. **Disclaimer.** Neither Registrar's acceptance of Your registration request nor the actual registration of any Registered Domain Name will be deemed an indication that Registry Operator, Registrar or ICANN has made any determination regarding the legality of the registration or the extent to which Your registration and exclusive right of use and enjoyment of the Registered Domain Name may violate any applicable laws or infringe on the rights of any other person or entity. Registry Operator, Registrar and ICANN will not have any liability or responsibility arising from the foregoing.

**16. Representations and Warranties.** You represent and warrant that You have read, understand, and agree to bound by the following ICANN policies, as they may be modified, supplemented, amended or replaced from time to time, all of which are hereby incorporated into and made an integral part of this Agreement: (a) the UDRP (available at <http://www.icann.org/resources/pages/help/dndr/udrp-en>); (b) the Uniform Rapid Suspension Procedure and Rules (available at <http://www.icann.org/resources/pages/urs-2014-01-09-en>); (c) the Transfer Dispute Resolution Policy (<http://www.icann.org/resources/pages/tdrp-2012-02-25-en>). Additionally, if You are a registrant of any letter/letter two-character ASCII label Domain Name, You represent and warrant that You will take steps to ensure against misrepresenting or falsely implying that You or Your business is affiliated with any government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

## Exhibit DB

### Additional Terms and Conditions for .inc TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DB shall apply only with respect to the .inc TLD. Except as expressly modified by this Exhibit DB, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DB have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit DB, the terms and conditions of this Exhibit DB shall prevail.
2. The Registry Operator for the .inc TLD shall be InterCap Holdings Inc. or one of its affiliates or successors (also referred to herein as “**InterCap**”). InterCap is a party to an agreement with ICANN regarding the registration of Domain Names in the .inc TLD (“**Registry Agreement**,” available at: <https://www.icann.org/resources/agreement/inc-2018-03-10-en>), the relevant portions of which are incorporated herein by this reference.
3. **Compliance with laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial regulations. If You are collecting and maintaining sensitive health and financial data, You must comply with applicable laws on the provision of such services and implement security measures applicable to that sector.
4. **Malware.** You will not engage in the distribution of malware, abusive operation of botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Consequences for such activities include suspension of the registration and/or the deletion of the Registered Domain Name and termination of the Agreement.
5. **Compliance with Terms and Conditions.** You shall comply with:
  - a. ICANN standards, policies, procedures, and practices for which InterCap has monitoring responsibilities in accordance with the Registry Agreement or other arrangement with ICANN;
  - b. Operational standards, policies, procedures, and practices for the .inc TLD, including but not limited to acceptable use policies and terms of service, established from time to time by InterCap and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement. Additional or revised InterCap operational standards, policies, procedures, and practices for the .inc TLD shall be effective upon ninety (90) days prior notice

by InterCap to Registrar unless mandated by ICANN with a shorter notice period.

6. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by InterCap and its designees and agents in a manner consistent with the purposes specified in the agreement between InterCap and Registrar (“**Registry-Registrar Agreement**”), including data escrow requirements as determined by ICANN.

7. **ICANN Proceedings.** You agree to submit to proceedings commenced under all applicable Dispute Resolution Policies, including UDRP and URS, under ICANN’s related rules.

8. **Registration Information.** You agree to correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.

9. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .inc TLD, including without limitation any sunrise period and the land rush period, the procedure and process for compliance with ICANN trademark clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that InterCap has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute resolution process regarding a registration.

10. **Registry Operator’s Rights.** You acknowledge and agree that InterCap reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, ICANN or government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of InterCap, as well as its affiliates, subsidiaries, officers, directors and employees; (d) per the terms of this Agreement; (e) to correct mistakes made by InterCap or any Registrar in connection with a Domain Name registration; or (f) for the non-payment of fees to InterCap. InterCap also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

11. **Indemnification.** You agree to indemnify, defend and hold harmless (within 30 days of demand) InterCap, its backend registry service provider, and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement. You understand that the indemnified parties listed in this

section are intended third-party beneficiaries of the Agreement for the purposes of enforcing Your obligations.

12. **Contact Information and Updates.** You agree to provide accurate and reliable contact details, including: Your full name, postal address, email address, voice telephone number and fax number if available; name of authorized person for contact purposes if You are an organization, association, or corporation; and the following data elements: (i) the name of the Registered Domain Name being registered, (ii) the primary name server and secondary name server(s) for the Registered Domain Name, and corresponding names of those name servers if available, (iii) unless automatically generated by the registry system, the identity of the Registrar, (iv) unless automatically generated by the registry system, the expiration date of the registration and (v) public access to data on the Registered Domain Name. You agree to promptly correct and update this information during the Registration Period. Your provision of inaccurate or unreliable information, or failure to promptly update such information, will constitute a material breach of this Agreement and be a basis for cancellation of the Registered Domain Name registration and termination of the Agreement.

## Exhibit DC

### Additional Terms and Conditions for .llc TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DC shall apply only with respect to the .llc TLD. Except as expressly modified by this Exhibit DC, all terms conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DC have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions contained in this Exhibit DC, the terms and conditions of this Exhibit DC shall prevail.
2. The Registry Operator for the .llc TLD shall be Afilias plc or one of its affiliates or successors (also referred to herein as “**Afilias**”). Afilias has entered into an agreement with ICANN regarding the registration of Domain Names in the .llc TLD (“**Registry Agreement**,” available at: <https://www.icann.org/resources/agreement/llc-2017-12-14-en>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as its directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You shall comply with:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. Operational standards, policies, procedures, and practices for the .llc TLD established from time to time by Afilias in a non-arbitrary manner and applicable to all registrars, including affiliates of Afilias, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement; and
  - c. Public interest commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time.), community registration policies (as set forth in specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“**GAC**”) safeguards (as set forth in Exhibit B to the Registry Agreement or otherwise published or provided to Registrar by Afilias from time to time.
5. **Compliance with laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. If You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate

security measures commensurate with the offering of those services as defined by applicable law.

6. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Afilias and its designees and agents in a manner consistent with the purposes specified in the agreement between Afilias and Registrar (“**Registry-Registrar Agreement**”).
7. **ICANN Proceeding.** You agree to submit to proceedings commenced under all applicable Domain Name Dispute Resolution Policies including UDRP and URS, under ICANN’s related rules.
8. **Registration Information.** You agree to correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
9. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .llc TLD as published by Afilias from time to time, including without limitation any sunrise period, or land rush period, and the dispute resolution policies, and rights protection mechanisms mandated by ICANN or Afilias for the .llc TLD (including without limitation the trademark clearinghouse), and You further acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period, or other period associated with the initial launch of the .llc TLD including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute resolution process regarding a registration.
10. **Registry Operator’s Rights.** You acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry system, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any credit facility (meaning any of Afilias’ credit policies that are posted online by Afilias or made available by Afilias to Registrar, as such policies may be supplemented, amended or replaced from time to time) or (f) to correct mistakes made by Afilias or Registrar in connection with a Domain Name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.
11. **Duty to update.** You agree to provide up-to-date administrative contact information for the notification of complaints or reports of registration abuse, as well as contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.



12. **Authorization and credentials.** You represent that You possess all necessary authorizations, charters, licenses, and/or related credentials for participation in the sector associated with the .llc TLD string. You agree to report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .llc TLD string in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of Your consumers.

## Exhibit DD

### Additional Terms and Conditions for .luxе TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DD shall apply only with respect to the .luxе TLD. Except as expressly modified by this Exhibit DD, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DD have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DD, the terms and conditions of this Exhibit DD shall prevail.
2. The Registry Operator for the .luxе TLD shall be Minds + Machines Group Limited (also referred to herein as “**Minds+Machines**”), a company formed under authority of the laws of British Virgin Islands. Minds+Machines is a party to an agreement with ICANN regarding the registration of Domain Names in the .luxе TLD (“**Registry Agreement**” available at: <https://www.icann.org/resources/agreement/luxe-2014-01-09-en>), the relevant portions of which are incorporated herein by this reference.
3. **Personal Data.** You consent to the collection and use of Your Personal Data by Minds+Machines and ICANN for such purposes, as they are required contractually to use the data.
4. **Acceptance of ICANN policies.** You agree to submit to the UDRP, the URS, and the Transfer Policy each in their most recent form and each as may be amended from time to time.
5. **Reservation of Rights.** You agree that Minds+Machines reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion:
  - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs),
  - b. to correct mistakes made by the Registry Operator or any Registrar in connection with a Domain Name registration,
  - c. if required by a URS, UDRP, or Complaint Resolution Service (CRS) proceeding, or
  - d. for the non-payment of fees to the Registry Operator.
6. **Indemnification.** You agree to indemnify and hold the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives,

delegees, shareholders, affiliates, agents, successors, and/or assigns 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 Registrant's Domain Name registration. This indemnification obligation shall survive the termination or expiration of the Agreement.

7. **Prohibited Use of Domain Name.** You acknowledge and agree that You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Evidence of any such activity by You may result in the application of consequences (consistent with applicable law and any related procedures) including the suspension of the Registered Domain Name.
8. **Compliance with ICANN standards, policies, and procedures.** You agree to comply with all ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
9. **Compliance with Operational Standards.** You agree to comply with all operational standards, policies, procedures, and practices for the .luxе TLD established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates or the Registry, and consistent with the Registry Agreement, as applicable, which shall be effective upon ninety (90) days' notice by Registry Operator to Registrar, unless mandated by a regulatory body (e.g. ICANN) or law enforcement with a shorter notice period.
10. **Compliance with Registry Policies.** You agree to comply with all applicable policies of the Registry Operator, including but not limited to the Sunrise Dispute Resolution Policy, the naming policy, the acceptable use policy, the complaint resolution service, TLD launch policies, and the privacy policy.

## Exhibit DE

### Additional Terms and Conditions for .sport TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DE shall apply only with respect to the .sport TLD. Except as expressly modified by this Exhibit DE, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DE have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DE, the terms and conditions of this Exhibit DE shall prevail.
- 2.** The Registry Operator for the .sport TLD shall be the Global Association of International Sports Federations (also referred to herein as “**GAISF**”), not for profit association established under Swiss law. GAISF has entered into an agreement with ICANN to operate a shared registration system, TLD name servers, and other services for the top-level domain .sport (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/sport/sport-agmt-pdf-16nov17-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Use of Personal Data.** You consent to the collection and use of Your Personal Data by Registry for providing registry services as defined in the Registry Agreement. You acknowledge that the Registry will process Your contact information to provide registry services as required by ICANN, use the contact information to verify compliance with policies, will make the contact information publicly available through the Whois database service, and transmit the contact information to a reputable escrow agent, to be held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN. In the event the escrow agreement is released, ICANN or its assignee shall have a non-exclusive irrevocable, perpetual, royalty-free license for any use related to the operation, maintenance or transition of the .sport TLD. Additionally, Your contact information may be made available to ICANN for inspection, if ICANN requests so. With respect to third-party individuals whose Personal Data is provided by You to the registry system for Registered Domain Names in the .sport TLD, You represent and guarantee that You have informed such third party individuals of the intended use by Registry Operator of their Personal Data.
- 4. Acceptance of Registry Operator Policies, Terms and Conditions.** By applying to register a Domain Name in the .sport TLD, You hereby acknowledge that You have read and agree to be bound by all terms and conditions of the Registry Operator as well as any policies, including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria approved by Registry Operator from time to time, as authorised by ICANN, including without limitation, the policies referred to in appendix 1 of this Registry Agreement (“**Registry**

**Policies**”) adopted by the Registry, and any other policies mandated by ICANN from time to time, including those set forth at <https://all.sport/#policies>.

5. **Indemnification.** You acknowledge and agree that:
- a. You are fully responsible for the registration and use of the Registered Domain Name; and that
  - b. You shall indemnify, to the maximum extent permitted by law, defend and hold harmless GAISF, GAISF’s service providers as well as directors, officers and employees and agents from and against any claim, damages, liabilities, cost and expenses arising out of or relating to Your Domain Name registration and/or use.

This indemnification obligation shall survive the termination or expiration of the Agreement.

6. **Reservations of Rights.** You expressly agree that Registry Operator and its service providers acting on behalf of it reserve the right to change the status of the Domain Name during the resolution of a dispute or compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel, or transfer any registration that it deems necessary in its sole discretion, in order to:
- a. to protect the integrity and stability of the registry systems;
  - b. comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
  - c. avoid any liability of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees
  - d. stop or prevent any violations of any terms and conditions of the Registry Agreement; or
  - e. correct mistakes made by Registry Operator, Provider, or any Registrar in connection with a Domain Name registration; and
  - f. ensure compliance with ICANN and/or Registry Policies
  - g. respond to or protect against any form of malware (including without limitation malicious code or software that might affect the operation of the TLD, the internet or which cause direct or material harm to others); and
  - h. for the non-payment of fees.

7. **Contact Information and Updates.** You agree to provide accurate and reliable contact information, including: (i) the Registered Domain Name, (ii) the intended use, (iii) the expiration date of the registration and (iv) Your full name, postal address, email address, voice telephone number and (where available) fax number, (v) the full name, postal address, email address, voice telephone number and (where available) fax number of the technical, the administrative and the billing contact for the Registered Domain Name, and (iv) any other data element required. You agree to immediately correct and update the registration information for the Registered

Domain Name during the Registration Period. Your failure to provision accurate and reliable information, or Your failure to promptly update such information, will constitute a material breach of the registration policy and entitles Registry Operator at its sole discretion to immediately suspend or cancel the Registered Domain Name.

8. **Domain Name Dispute Resolution.** You agree to adhere to and comply with all applicable ICANN or Registry Operator's policies and procedures for resolution of disputes concerning Domain Names registered in the registry system. Specifically, You agree to submit to the UDRP by ICANN, the URS policy and procedure adopted by ICANN, and the .sport registration eligibility dispute resolution policy.
  
9. **Public Interest Commitments.** You are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Potential consequences for such activities include the suspension of the Registered Domain Name. You will use the .sport Domain Name in a way that is: generally accepted as legitimate; and conducive to the welfare of the .sport community; and commensurate to the role and importance of the domain, according the judgement that an average user would reasonably make in the context of the Domain Name; and based on good faith at registration and thereafter. You will not use the .sport Domain Name for:
  - a. offering third level domain name registrations to independent third parties as a commercial registry type service;
  - b. the purpose of trafficking in domain names for sale, resale or transfer. Furthermore, You shall not enable contribute or willingly aid any third party to achieve the said purpose;
  - c. promoting and advocating any conduct and/or activity that constitutes or may constitute an anti-doping rule violation under the world anti-doping code;
  - d. manufacturing, promoting and distributing any product that contains prohibited substances, as well as any prohibited method or product related to any prohibited method on the world anti-doping agency list of prohibited substances and methods in force;
  - e. illegal gambling, match fixing or content incompatible with sport integrity or other values of sport;
  - f. using a .sport Domain Name to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, federal or international law or regulation;
  - g. using a .sport Domain Name to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, federal or international law or regulation;
  - h. claiming a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship;

- i. engaging in any activities that do, or are designed to, harass, or that will cause a denial-of-service for any other internet user;
- j. engaging in any activities that do, or are designed to, harass, or that will cause a denial-of-service for any other Internet user;
- k. communicating, transmitting, or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property
- l. communicating, transmitting, or sending misleading and/or fraudulent offers
- m. adding, removing, modifying, or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other forged identifying information;
- n. fast flux attacks/hosting: a technique used to shelter phishing, pharming, and malware sites and networks from detection and to frustrate methods employed to defend against such practices, whereby the IP address associated with fraudulent sites are changed rapidly so as to make the true location of the sites difficult to find;
- o. hacking: unauthorized access to a computer network;
- p. pharming: the redirecting of unknown users to fraudulent sites or services, typically through, but not limited to, domain name system hijacking or cache poisoning;
- q. spam: the use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and spamming of websites and internet forums;
- r. man in the browser, man in the middle: The use of malicious software or compromised network facilities for fraudulent or deceptive purposes;
- s. inappropriate content: The storage, publication, display and/or dissemination of material as defined by applicable laws and regulations in respective jurisdictions; and
- t. engaging in any practice that may damage or bring into disrepute the name, image or reputation of the community and/or industry associated with the .sport TLD.

This list is neither exhaustive nor exclusive.

**10. Registry Operator as Third-Party Beneficiary.** You agree that the Registry Operator is a third party beneficiary of this Agreement, and is entitled to enforce the rights vested by the policy compliance provisions of this Agreement. The Registry Operator shall in no case benefit from this provision to engage the Registrar's customers for Domain Name registration marketing oriented activities.

**11. Verification of Compliance.** Upon notice and request from the Registry Operator, Registrar will provide within seven (7) business days copies of this Agreement or evidence of its acceptance by You. Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Agreement, as well as the terms and conditions of the .sport registry, including ICANN mandated policies and the Registry Operator's policies.

**12. Representations and Warranties.** You represent and warrant to the Registry Operator that the statements You made in the registration agreement with the Provider are complete and accurate. You represent that You possess all necessary licenses and/or other credentials for participation in the .port TLD as set forth in the applicable registration policy. You agree to report promptly any material changes to the validity of such credentials to the Registry Operator.

**13. Compliance with Laws.** You agree to adhere to any and all laws, rules and regulation pertaining to use of a .sport domain name. You agree to ensure that the registration and use of a .sport domain name is at all times in accordance with the requirement of Registry Operator's policies, applicable laws and regulations, and Consensus Policies, including but not limited to those that relate to privacy, Whois accuracy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data and financial disclosures.



Exhibit DF

Additional Terms and Conditions for .pet TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DF shall apply only with respect to the .pet TLD. Except as expressly modified by this Exhibit DF, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DF have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DF, the terms and conditions of this Exhibit DF shall prevail.
2. The Registry Operator for the .pet TLD shall be the Afilias plc or one of its affiliates or successors, (also referred to herein as “**Afilias**”), a company organized under the laws of Ireland. Afilias has entered into an agreement with ICANN to operate a shared registration system, TLD nameservers, and other equipment for the top-level .pet (“**Registry Agreement**,” available at: <https://www.icann.org/sites/default/files/tlds/pet/pet-agmt-pdf-07may15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as its directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You shall comply with:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. Operational standards, policies, procedures, and practices for the .pet TLD established from time to time by Afilias in a non-arbitrary manner and applicable to all registrars, including affiliates of Afilias, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement. Additional or revised Afilias operational standards, polices, procedure, and practices for the .pet TDL shall be effective upon thirty (30) days notice by Afilias to Registrar; and
  - c. Public interest commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time.), community registration policies (as set forth in specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“**GAC**”) safeguards (as set forth in

Exhibit B to the Registry Agreement or otherwise published or provided to Registrar by Afilias from time to time.

5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Afilias and its designees and agents in a manner consistent with the purposes specified in the agreement between Afilias and Registrar (“**Registry-Registrar Agreement**”).
6. **ICANN Proceedings.** You agree to submit to proceedings commenced under all applicable Domain Name Dispute Resolution Policies including UDRP and URS, under ICANN’s related rules.
7. **Registration Information.** You agree to immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
8. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .pet TLD as published by Afilias from time to time, including without limitation any sunrise period, or land rush period, and the dispute resolution policies, and rights protection mechanisms mandated by ICANN or Afilias for the .pet TLD (including without limitation the trademark clearinghouse), and You further acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period, or other period associated with the initial launch of the .pet TLD including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute resolution process regarding a registration.
9. **Registry Operator’s Rights.** You acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry system, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any credit facility (meaning any of Afilias’ credit policies that are posted online by Afilias or made available by Afilias to Registrar, as such policies may be supplemented, amended or replaced from time to time) or (f) to correct mistakes made by Afilias or Registrar in connection with a Domain Name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.
10. **Compliance with laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, (including in

relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. If You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by applicable law.

11. **Duty to update.** You agree to provide up-to-date administrative contact information for the notification of complaints or reports of registration abuse, as well as contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.
12. **Authorization and credentials.** You represent that You possess all necessary authorizations, charters, licenses, and/or related credentials for participation in the sector associated with the .pet TLD string. You agree to report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .pet TLD string in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of Your consumers.

Exhibit DG

Additional Terms and Conditions for .promo TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DG shall apply only with respect to the .promo TLD. Except as expressly modified by this Exhibit DG, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DG have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DG, the terms and conditions of this Exhibit DG shall prevail.
2. The Registry Operator for the .pet TLD shall be the Afilias plc or one of its affiliates or successors, (also referred to herein as “**Afilias**”), a company organized under the laws of Ireland. Afilias has entered into an agreement with ICANN to operate a shared registration system, TLD nameservers, and other equipment for the top-level .promo (“**Registry Agreement**,” available at: <https://www.icann.org/sites/default/files/tlds/promo/promo-agmt-pdf-18dec14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as its directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You shall comply with:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. Operational standards, policies, procedures, and practices for the .promo TLD established from time to time by Afilias in a non-arbitrary manner and applicable to all registrars, including affiliates of Afilias, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement. Additional or revised Afilias operational standards, policies, procedure, and practices for the .promo TLD shall be effective upon thirty (30) days notice by Afilias to Registrar; and
  - c. Public interest commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time.), community registration policies (as set forth in specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“**GAC**”) safeguards (as set forth in Exhibit B to the Registry Agreement or otherwise published or provided to Registrar by Afilias from time to time.

5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Afilias and its designees and agents in a manner consistent with the purposes specified in the agreement between Afilias and Registrar (“**Registry-Registrar Agreement**”).
6. **ICANN Proceedings.** You agree to submit to proceedings commenced under all applicable Dispute Resolution Policies, including UDRP and URS.
7. **Registration Information.** You agree to immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
8. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .promo TLD as published by Afilias from time to time, including without limitation any sunrise period, or land rush period, and the dispute resolution policies, and rights protection mechanisms mandated by ICANN or Afilias for the .promo TLD (including without limitation the trademark clearinghouse), and You further acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period, or other period associated with the initial launch of the .promo TLD including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute resolution process regarding a registration.
9. **Registry Operator’s Rights.** You acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry system, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any credit facility (meaning any of Afilias’ credit policies that are posted online by Afilias or made available by Afilias to Registrar, as such policies may be supplemented, amended or replaced from time to time) or (f) to correct mistakes made by Afilias or Registrar in connection with a Domain Name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.

## Exhibit DH

### Additional Terms and Conditions for .bet TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DH shall apply only with respect to the .bet TLD. Except as expressly modified by this Exhibit DH, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DH have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DH, the terms and conditions of this Exhibit DH shall prevail.
2. The Registry Operator for the .bet TLD shall be the Afilias plc or one of its affiliates or successors, (also referred to herein as “**Afilias**”), a company organized under the laws of Ireland. Afilias has entered into an agreement with ICANN to operate a shared registration system, TLD nameservers, and other equipment for the top-level .bet (“**Registry Agreement**,” available at: <https://www.icann.org/sites/default/files/tlds/bet/bet-agmt-pdf-07may15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Indemnification.** You agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, as well as its directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to Your Domain Name registration. This indemnification obligation will survive the termination or expiration of the Agreement.
4. **Compliance with Terms and Conditions.** You shall comply with:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. Operational standards, policies, procedures, and practices for the .promo TLD established from time to time by Afilias in a non-arbitrary manner and applicable to all registrars, including affiliates of Afilias, and consistent with ICANN’s standards, policies, procedures and practices and the Registry Agreement. Additional or revised Afilias operational standards, policies, procedure, and practices for the .promo TLD shall be effective upon thirty (30) days notice by Afilias to Registrar; and
  - c. Public interest commitments (as set forth in specification 11 to the Registry Agreement, as amended from time to time.), community registration policies (as set forth in specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“**GAC**”) safeguards (as set forth in Exhibit B

- to the Registry Agreement or otherwise published or provided to Registrar by Afilias from time to time.
5. **Personal Data.** You consent to the use, copying, distribution, publication, modification and other processing of Your Personal Data by Afilias and its designees and agents in a manner consistent with the purposes specified in the agreement between Afilias and Registrar (“**Registry-Registrar Agreement**”).
  6. **ICANN Proceedings.** You agree to submit to proceedings commenced under all applicable Dispute Resolution Policies, including UDRP and URS.
  7. **Registration Information.** You agree to immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
  8. **Initial Launch.** You agree to be bound by the terms and conditions of the initial launch of the .promo TLD as published by Afilias from time to time, including without limitation any sunrise period, or land rush period, and the dispute resolution policies, and rights protection mechanisms mandated by ICANN or Afilias for the .promo TLD (including without limitation the trademark clearinghouse), and You further acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period, or other period associated with the initial launch of the .promo TLD including, without limitation: (a) Your ability or inability to obtain a Domain Name during these periods and (b) the results of any dispute resolution process regarding a registration.
  9. **Registry Operator’s Rights.** You acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity and stability of the registry system, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (c) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors and employees, (d) per the terms of this Agreement, (e) for the non-payment of fees by Registrar, including, without limitation, pursuant to the terms of any credit facility (meaning any of Afilias’ credit policies that are posted online by Afilias or made available by Afilias to Registrar, as such policies may be supplemented, amended or replaced from time to time) or (f) to correct mistakes made by Afilias or Registrar in connection with a Domain Name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a Domain Name during resolution of a dispute.
  10. **Compliance with laws.** You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. If You are collecting and

maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by applicable law.

11. **Duty to update.** You agree to provide up-to-date administrative contact information for the notification of complaints or reports of registration abuse, as well as contact details of the relevant regulatory, or industry self-regulatory, bodies in Your main place of business.
12. **Authorization and credentials.** You represent that You possess all necessary authorizations, charters, licenses, and/or related credentials for participation in the sector associated with the .bet TLD string. You agree to report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .bet TLD string in order to ensure that You continue to conform to appropriate regulations and licensing requirements and generally conduct Your activities in the interests of Your consumers.



## Exhibit DI

### Additional Terms and Conditions for .app TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DI shall apply only with respect to the .app TLD. Except as expressly modified by this Exhibit DI, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DI have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DI, the terms and conditions of this Exhibit DI shall prevail.
- 2.** The Registry Operator for the .app TLD shall be Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043. Registry Operator has entered into an agreement with ICANN to operate a shared registration system, top-level domain nameservers, and other equipment for the .app TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/app/app-agmt-pdf-14may15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Compliance with laws.** You agree to comply with all applicable domestic laws and regulations, including without limitation any national, regional, and local laws, and any applicable international laws and regulations (“**Applicable Law**”), including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. To the extent that You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by Applicable Law.
- 4. Registry Operator’s Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to comply with specifications adopted by an industry group generally recognized as authoritative with respect to the internet (e.g., RFCs); (b) to correct mistakes made by Registry Operator or Registrar in connection with a Domain Name registration; (c) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (d) to protect the integrity and stability of the system operated by the Registry Operator for the Registered Domain Names in the .app TLD (“**Registry System**”) and the operation of the DNS; (e) to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any

applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable registration agreement.

5. **Indemnification.** To the extent permitted by Applicable Law You shall indemnify, defend and hold harmless the Registry Operator, its parent company and subcontractors, and its and their directors, officers, employees, agents, and affiliates, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This section 5 shall survive the termination or expiration of the Agreement.
6. **Personal Data.** You consent to the extent permitted by Applicable Law to the collection, use, distribution, publication and sharing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
7. **ICANN Proceedings.** You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP, the trademark post-delegation dispute resolution procedure and the URS.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the Registry Operator's initial launch of the .app TLD (including without limitation all of the applicable periods defined in the .app TLD's startup policy) and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .app TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the trademark clearinghouse.
9. **Registry Operator Policies.** You acknowledge and agree that all domain names in the .app TLD will be subject to the Registry Operator's domain name abuse policy (available at <http://g.co/registryDomainAbuse>) and the .app TLD's startup policy.
10. **Duty to Update.** You shall provide accurate registration information for Your Registered Domain name (including e-mail address confirmed by return email or other method) and immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
11. **Acceptable Use.** You shall refrain from: distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to Applicable Law. The consequences for the violation of this section 11 may include the suspension of Your Registered Domain Name.

12. **Compliance with Additional Terms and Conditions.** You shall comply with the requirements of:
- a. all ICANN standards, policies, procedures, and practices, as may be amended from time to time by ICANN, for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
  - b. all terms and conditions, technical policies and other policies applicable to (i) any software, including any modifications or updates of such software, made available to Registrar by Registry Operator under the Registry Agreement for the purpose of registering domain names in the .app TLD, (ii) application program interfaces by which Registrar may interact with Registry System, (iii) Registry Operator's implementation of the protocol used by the Registry System, and any extensions thereto supported by Registry Operator or any successor protocols, or (iv) access and use of Registry Operator's website(s), and
  - c. any policy, procedure, or guideline that governs access and use of the .app TLD as set forth in the Registry Agreement and as established by Registry Operator from time to time in a non-arbitrary manner applicable to all registrars and consistent with any requirements or obligations provided (i) by ICANN or (ii) within the Registry Agreement, which shall become effective upon thirty (30) days' notice (unless otherwise set forth in the agreement between Registry Operator and registrar ("**Registry-Registrar Agreement**") from Registry Operator to Registrar.

Any registrant of a letter/letter two-character ASCII label represents that it will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

## Exhibit DJ

### Additional Terms and Conditions for .dev TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DJ shall apply only with respect to the .dev TLD. Except as expressly modified by this Exhibit DJ, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DJ have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DJ, the terms and conditions of this Exhibit DJ shall prevail.
- 2. The Registry Operator for the .dev TLD shall be Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043. Registry Operator has entered into an agreement with ICANN to operate a shared registration system, top-level domain nameservers, and other equipment for the .dev TLD (“Registry Agreement” available at: <https://www.icann.org/sites/default/files/tlds/dev/dev-agmt-pdf-16oct14-en.pdf>), the relevant portions of which are incorporated herein by this reference.**
- 3. Compliance with laws.** You agree to comply with all applicable domestic laws and regulations, including without limitation any national, regional, and local laws, and any applicable international laws and regulations (“Applicable Law”), including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. To the extent that You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by Applicable Law.
- 4. Registry Operator’s Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to comply with specifications adopted by an industry group generally recognized as authoritative with respect to the internet (e.g., RFCs); (b) to correct mistakes made by Registry Operator or Registrar in connection with a Domain Name registration; (c) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (d) to protect the integrity and stability of the system operated by the Registry Operator for the Registered Domain Names in the .dev TLD (“Registry System”) and the operation of the DNS; (e) to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any

applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable registration agreement.

5. **Indemnification.** To the extent permitted by Applicable Law You shall indemnify, defend and hold harmless the Registry Operator, its parent company and subcontractors, and its and their directors, officers, employees, agents, and affiliates, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This Section 5 shall survive the termination or expiration of the Agreement.
6. **Personal Data.** You consent to the extent permitted by Applicable Law to the collection, use, distribution, publication and sharing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
7. **ICANN Proceedings.** You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP, the trademark post-delegation dispute resolution procedure and the URS.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the Registry Operator's initial launch of the .dev TLD (including without limitation all of the applicable periods defined in the .dev TLD's startup policy) and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .dev TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the trademark clearinghouse.
9. **Registry Operator Policies.** You acknowledge and agree that all domain names in the .dev TLD will be subject to the Registry Operator's domain name abuse policy (available at <http://g.co/registryDomainAbuse>) and .dev TLD's startup policy.
10. **Duty to Update.** You shall provide accurate registration information for Your Registered Domain name (including e-mail address confirmed by return email or other method) and immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
11. **Acceptable Use.** You shall refrain from: distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to Applicable Law. The consequences for the violation of this section 11 may include the suspension of Your Registered Domain Name.

13. **Compliance with Additional Terms and Conditions.** You shall comply with the requirements of:
- a. all ICANN standards, policies, procedures, and practices, as may be amended from time to time by ICANN, for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
  - b. all terms and conditions, technical policies and other policies applicable to (i) any software, including any modifications or updates of such software, made available to Registrar by Registry Operator under the Registry Agreement for the purpose of registering domain names in the .dev TLD, (ii) application program interfaces by which Registrar may interact with the registry system, (iii) Registry Operator's implementation of the protocol used by the Registry System, and any extensions thereto supported by Registry Operator or any successor protocols, or (iv) access and use of Registry Operator's website(s), and
  - c. any policy , procedure, or guideline that governs access and use of the .dev TLD as set forth in the Registry Agreement and as established by Registry Operator from time to time in a non-arbitrary manner applicable to all registrars and consistent with any requirements or obligations provided (i) by ICANN or (ii) within the Registry Agreement, which shall become effective upon thirty (30) days' notice (unless otherwise set forth in the agreement between Registry Operator and registrar ("**Registry-Registrar Agreement**") from Registry Operator to Registrar.

Any registrant of a letter/letter two-character ASCII label represents that it will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

Exhibit DK

Additional Terms and Conditions for .page TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DK shall apply only with respect to the .page TLD. Except as expressly modified by this Exhibit DK, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DK have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DK, the terms and conditions of this Exhibit DK shall prevail.
2. The Registry Operator for the .page TLD shall be Charleston Road Registry Inc., a Delaware corporation, d/b/a Google Registry, with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View, CA 94043. Registry Operator has entered into an agreement with ICANN to operate a shared registration system, top-level domain nameservers, and other equipment for the .page TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/page/page-agmt-pdf-04dec14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Compliance with laws.** You agree to comply with all applicable domestic laws and regulations, including without limitation any national, regional, and local laws, and any applicable international laws and regulations (“**Applicable Law**”), including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. To the extent that You are collecting and maintaining sensitive health and financial data, You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by Applicable Law.
4. **Registry Operator’s Rights.** You acknowledge and agree that Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to comply with specifications adopted by an industry group generally recognized as authoritative with respect to the internet (e.g., RFCs); (b) to correct mistakes made by Registry Operator or Registrar in connection with a Domain Name registration; (c) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (d) to protect the integrity and stability of the system operated by the Registry Operator for the Registered Domain Names in the .page TLD (“**Registry System**”) and the operation of the DNS; (e) to comply with all

Applicable Laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable registration agreement.

5. **Indemnification.** To the extent permitted by Applicable Law You shall indemnify, defend and hold harmless the Registry Operator, its parent company and subcontractors, and its and their directors, officers, employees, agents, and affiliates, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This section 5 shall survive the termination or expiration of the Agreement.
6. **Personal Data.** You consent to the extent permitted by Applicable Law to the collection, use, distribution, publication and sharing of Your Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified in this Agreement and the Registry Agreement.
7. **ICANN Proceedings.** You agree to submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP, the trademark post-delegation dispute resolution procedure and the URS.
8. **Initial Launch Policies.** You agree to be bound by the terms and conditions of the Registry Operator's initial launch of the .page TLD (including without limitation all of the applicable periods defined in the .page TLD's startup policy) and You further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .page TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Domain Name during these periods, and (b) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the trademark clearinghouse.
9. **Registry Operator Policies.** You acknowledge and agree that all domain names in the .page TLD will be subject to the Registry Operator's domain name abuse policy (available at <http://g.co/registryDomainAbuse>) and .page TLD's startup policy.
10. **Duty to Update.** You shall provide accurate registration information for Your Registered Domain name (including e-mail address confirmed by return email or other method) and immediately correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.
11. **Acceptable Use.** You shall refrain from: distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to Applicable Law. The consequences for the violation of this section 11 may include the suspension of Your Registered Domain Name.



12. **Compliance with Additional Terms and Conditions.** You shall comply with the requirements of:

- a. all ICANN standards, policies, procedures, and practices, as may be amended from time to time by ICANN, for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
- b. all terms and conditions, technical policies and other policies applicable to (i) any software, including any modifications or updates of such software, made available to Registrar by Registry Operator under the Registry Agreement for the purpose of registering domain names in the .page TLD, (ii) application program interfaces by which Registrar may interact with Registry System, (iii) Registry Operator's implementation of the protocol used by the Registry System, and any extensions thereto supported by Registry Operator or any successor protocols, or (iv) access and use of Registry Operator's website(s), and
- c. any policy, procedure, or guideline that governs access and use of the .page TLD as set forth in the Registry Agreement and as established by Registry Operator from time to time in a non-arbitrary manner applicable to all registrars and consistent with any requirements or obligations provided (i) by ICANN or (ii) within the Registry Agreement, which shall become effective upon thirty (30) days' notice (unless otherwise set forth in the agreement between Registry Operator and registrar ("**Registry-Registrar Agreement**") from Registry Operator to Registrar.

Any registrant of a letter/letter two-character ASCII label represents that it will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

## Exhibit DL

### Additional Terms and Conditions for .film TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DL shall apply only with respect to the .film TLD. Except as expressly modified by this Exhibit DL, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DL have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DL, the terms and conditions of this Exhibit DL shall prevail.
2. The Registry Operator for the .film TLD shall be Motion Picture Domain Registry Pty Ltd. Registry Operator has entered into an agreement with ICANN to operate a shared registration system, top-level domain nameservers, and other equipment for the .film TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/film/film-agmt-pdf-08jan15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Price Variation.** You expressly agree to the price of the Domain Name and You acknowledge that the price for the creation of Domain Name may be greater than or less than the price for the renewal of that Domain Name.
4. **Personal Data.** You consent to the extent permitted by applicable law to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registrar, the Registry Operator and its designees and agents in a manner consistent with the purposes specified in the Registry Agreement. You warrant that any consents procured in respect of the Personal Data for the purpose of the Agreement have been procured lawfully.
5. **Intellectual Property Rights.** You shall ensure that your application for, and the possible subsequent registration and/or use of Your Domain Name will not infringe the intellectual property rights of any third party.
6. **ICANN Dispute Resolution Policies.** You agree and submit to proceedings commenced under all applicable ICANN dispute resolution policies or processes as established or amended by ICANN from time to time.
7. **Liability.** You agree to bear liability for any claims of infringement arising out of or relating to Your Domain Name registration or use of the Domain Name, and you agree to indemnify the Registry Operator for any liability it may incur arising from such infringement.

8. **Registry Operator Published Policies.** You agree to adhere to all those specifications and policies established and published from time to time by the Registry Operator or any subcontractor of the Registry Operator (“**Registry Operator Published Policies**”).
9. **ICANN Policies.** You agree to adhere to all Temporary Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/en/resources/registrars/consensus-policies> and any such policies that are from time to time developed and adopted by ICANN (“**ICANN Published Policies**”), for which the Registry Operator has monitoring responsibility under the Registry Agreement or any other agreement with ICANN.
10. **ICANN Procedures.** You agree to adhere to any policies, rules or procedures applicable under the Rights Protection Mechanisms and associated rules, policies, requirements and procedures as outlined in specification 7 of the Registry Agreement and the ICANN Published Policies, including but not limited to (i) the most recent trademark clearinghouse rights protection mechanism requirements (“**TMCH Requirements**”) published by ICANN pursuant to specification 7 of the Registry Agreement and amended from time to time, or in the event that the TMCH requirements have not yet been finalised, the most recent draft thereof, (ii) URS requirements, (iii) the trademark post-delegation dispute resolution procedure and (iv) the registration restriction dispute resolution procedure (“**ICANN RPMS**”), submit to any proceedings brought in relation to the ICANN RPMS, and acknowledge any potential consequences of the ICANN RPMS including, but not limited to, the potential for a Domain Name to be locked pursuant to the URS rules.
11. **Compliance with Published Policies.** You agree to comply with the applicable ICANN Published Policies, ICANN RPMS and the Registry Operator Published Policies (“**Published Policies**”) and You agree that these Published Policies may be modified, and you agree to comply with any such changes in the time period specified for compliance.
12. **Acceptable Use.** You agree to refrain from engaging in any prohibited activity, such as any distribution of malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and other prohibited activity listed or added to the Registry Agreement from time to time. You acknowledge that the consequences of such activities shall include the suspension or deletion of Your Registered Domain Name.
13. **Warranties.** You represent and warrant that:
  - a. You have the authority to enter into the Agreement;

- b. the information provided in relation to an application or a Domain Name, as the case may be, is current, complete, and accurate; and
- c. in the event that any registration information provided in relation to the application, or a Domain Name, changes You will correct and update that information immediately.

**14. Acknowledgements.** You expressly agree and acknowledge that:

- a. an application for a Domain Name may not result in the Domain Name being allocated to You;
- b. certain Domain Names may not be available as a result of being reserved by the Registry Operator or otherwise allocated in accordance with the Published Policies;
- c. from time to time the Registry Operator may identify certain domain names to be reserved, and may release such domain names subject to the Published Policies;
- d. during the periods and under the circumstances identified in the Published Policies, multiple allocations for the same Domain Name may be accepted, and those applications may be subject to a special allocation procedure described in relation to that period;
- e. where a special allocation procedure exists, You must pay any fee and undertake any further steps that may be required in order to complete the process of registering the Domain Name;
- f. the Registry Operator may prevent You from making an application and registering or renewing a Domain Name if You have been found in breach of the Published Policies;
- g. that the Registry Operator reserves the right to deny any application, or cancel, lock, place on hold, transfer or delete any Domain Name or transaction that it deems necessary, in its sole discretion: (i) to protect the integrity and the stability of the registry system; (ii) to comply with its obligations as a Registry Operator; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (iv) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors.; (v) to ensure compliance with the Published Policies; (vi) to stop or prevent any violations of any terms and conditions of the Agreement; (vii) for the non-payment to the Registry Operator of any fee; (viii) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a Domain Name.

**15. Fees.** You expressly agree and acknowledge:

- a. the price presented by the Registrar to You for: (i) the application; (ii) fulfilling any TMCH Requirements; (iii) the allocation of a Domain Name; (iv) any premium associated with a Domain Name; (v) the creation of the Domain Name; (vi) the renewal of the Domain Name; (vii) or any other fees that may be associated with the Domain Name;
- b. that the price for the creation of a Domain Name may be greater than or lesser than the price for the renewal of that Domain Name; and

- c. that no refund will be provided for Your failure to check or understand the fees.
16. **Indemnification.** You shall indemnify and keep the Registry Operator (including its employees, agents, and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by the Registry Operator arising out of or in connection in any way with a breach of Your Agreement by You.
17. **Additional Obligations for Special Allocation Procedures.** You acknowledge that:
- a. Contact may be made by the Registry Operator or its service providers in relation to an application; and
  - b. Pursuant to the Registry Operator Published Policies, failing to provide sufficient information in order to undertake any verification of an application may result in the application being discontinued.

## Exhibit DM

### Additional Terms and Conditions for .courses TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DM shall apply only with respect to the .courses TLD. Except as expressly modified by this Exhibit DM, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DM have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DM, the terms and conditions of this Exhibit DM shall prevail.
2. The Registry Operator for the .courses TLD shall be Open Universities Australia Pty LTD, a company formed under the laws of Australia. Registry Operator has entered into an agreement with ICANN to operate the .courses TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/courses/courses-agmt-pdf-04dec14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Price Variation.** You expressly agree to the price of the Domain Name and You acknowledge that the price for the creation of Domain Name may be greater than or less than the price for the renewal of that Domain Name.
4. **Acceptable Use.** You agree to refrain from engaging in any prohibited activity, such as any distribution of malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and other prohibited activity listed or added to the Registry Agreement from time to time. You acknowledge that the consequences of such activities shall include the suspension or deletion of Your Registered Domain Name.
5. **Personal Data.** You consent to the extent permitted by applicable law to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registrar, the Registry Operator and its designees and agents in a manner consistent with the purposes specified in the Registry Agreement. You warrant that any consents procured in respect of the Personal Data for the purpose of the Agreement have been procured lawfully.
6. **Intellectual Property Rights.** You shall ensure that your application for, and the possible subsequent registration and/or use of Your Domain Name will not infringe the intellectual property rights of any third party.

7. **ICANN Dispute Resolution Policies.** You agree and submit to proceedings commenced under all applicable ICANN dispute resolution policies or processes as established or amended by ICANN from time to time.
8. **Liability.** You agree to bear liability for any claims of infringement arising out of or relating to Your Domain Name registration or use of the Domain Name, and you agree to indemnify the Registry Operator for any liability it may incur arising from such infringement.
9. **Registry Operator Published Policies.** You agree to adhere to all those specifications and policies established and published from time to time by the Registry Operator or any subcontractor of the Registry Operator (“**Registry Operator Published Policies**”).
10. **ICANN Policies.** You agree to adhere to all ICANN Temporary Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/en/resources/registrars/consensus-policies> and any such policies that are from time to time developed and adopted by ICANN (“**ICANN Published Policies**”), for which the Registry Operator has monitoring responsibility under the Registry Agreement or any other agreement with ICANN.
11. **ICANN Procedures.** You agree to adhere to any policies, rules or procedures applicable under the Rights Protection Mechanisms and associated rules, policies, requirements and procedures as outlined in specification 7 of the Registry Agreement and the ICANN Published Policies, including but not limited to (i) the most recent trademark clearinghouse rights protection mechanism requirements (“**TMCH Requirements**”) published by ICANN pursuant to specification 7 of the Registry Agreement and amended from time to time, or in the event that the TMCH requirements have not yet been finalised, the most recent draft thereof, (ii) URS requirements, (iii) the trademark post-delegation dispute resolution procedure and (iv) the registration restriction dispute resolution procedure (“**ICANN RPMS**”), submit to any proceedings brought in relation to the ICANN RPMS, and acknowledge any potential consequences of the ICANN RPMS including, but not limited to, the potential for a Domain Name to be locked pursuant to the URS rules.
12. **Compliance with Published Policies.** You agree to comply with the applicable ICANN Published Policies, ICANN RPMs and the Registry Operator Published Policies (“**Published Policies**”) and You agree that these Published Policies may be modified, and you agree to comply with any such changes in the time period specified for compliance.
13. **Warranties.** You represent and warrant that:
  - a. You have the authority to enter into the Agreement;

- b. the information provided in relation to an application or a Domain Name, as the case may be, is current, complete, and accurate; and
- c. in the event that any registration information provided in relation to the application, or a Domain Name, changes You will correct and update that information immediately.
- d. Your registration and use of the Registered Domain Name will at all times be consistent with the mission and purpose of the applicable TLD.

**14. Acknowledgements.** You expressly agree and acknowledge that:

- a. an application for a Domain Name may not result in the Domain Name being allocated to You;
- b. certain Domain Names may not be available as a result of being reserved by the Registry Operator or otherwise allocated in accordance with the Published Policies;
- c. from time to time the Registry Operator may identify certain domain names to be reserved, and may release such domain names subject to the Published Policies;
- d. during the periods and under the circumstances identified in the Published Policies, multiple allocations for the same Domain Name may be accepted, and those applications may be subject to a special allocation procedure described in relation to that period;
- e. where a special allocation procedure exists, You must pay any fee and undertake any further steps that may be required in order to complete the process of registering the Domain Name;
- f. the Registry Operator may prevent You from making an application and registering or renewing a Domain Name if You have been found in breach of the Published Policies;
- g. that the Registry Operator reserves the right to deny any application, or cancel, lock, place on hold, transfer or delete any Domain Name or transaction that it deems necessary, in its sole discretion: (i) to protect the integrity and the stability of the registry system; (ii) to comply with its obligations as a Registry Operator; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (iv) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors.; (v) to ensure compliance with the Published Policies; (vi) to stop or prevent any violations of any terms and conditions of the Agreement; (vii) for the non-payment to the Registry Operator of any fee; (viii) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a Domain Name.

**15. Fees.** You expressly agree and acknowledge:

- a. the price presented by the Registrar to You for: (i) the application; (ii) fulfilling any TMCH Requirements; (iii) the allocation of a Domain Name; (iv) any premium associated with a Domain Name; (v) the creation of the Domain Name; (vi) the renewal of the Domain Name; (vii) or any other fees that may be associated with the Domain Name;



- b. that the price for the creation of a Domain Name may be greater than or lesser than the price for the renewal of that Domain Name; and
  - c. that no refund will be provided for Your failure to check or understand the fees.
16. **Indemnification.** You shall indemnify and keep the Registry Operator (including its employees, agents, and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be made or brought against or suffered or incurred by the Registry Operator arising out of or in connection in any way with a breach of Your Agreement by You.
17. **Additional Obligations for Special Allocation Procedures.** You acknowledge that:
- a. contact may be made by the Registry Operator or its service providers in relation to an application; and
  - b. pursuant to the Registry Operator Published Policies, failing to provide sufficient information in order to undertake any verification of an application may result in the application being discontinued.

## Exhibit DN

### Additional Terms and Conditions for .study TLD Registrations

- 1. Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DN shall apply only with respect to the .study TLD. Except as expressly modified by this Exhibit DN, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DN have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DN, the terms and conditions of this Exhibit DN shall prevail.
- 2.** The Registry Operator for the .study TLD shall be Open Universities Australia Pty LTD, a company formed under the laws of Australia. Registry Operator has entered into an agreement with ICANN to operate the .study TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/study/study-agmt-pdf-11dec14-en.pdf>), the relevant portions of which are incorporated herein by this reference.
- 3. Price Variation.** You expressly agree to the price of the Domain Name and You acknowledge that the price for the creation of Domain Name may be greater than or less than the price for the renewal of that Domain Name.
- 4. Acceptable Use.** You agree to refrain from engaging in any prohibited activity, such as any distribution of malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and other prohibited activity listed or added to the Registry Agreement from time to time. You acknowledge that the consequences of such activities shall include the suspension or deletion of Your Registered Domain Name.
- 5. Personal Data.** You consent to the extent permitted by applicable law to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registrar, the Registry Operator and its designees and agents in a manner consistent with the purposes specified in the Registry Agreement. You warrant that any consents procured in respect of the Personal Data for the purpose of the Agreement have been procured lawfully.
- 6. Intellectual Property Rights.** You shall ensure that your application for, and the possible subsequent registration and/or use of Your Domain Name will not infringe the intellectual property rights of any third party.
- 7. ICANN Dispute Resolution Policies.** You agree and submit to proceedings commenced under all applicable ICANN dispute resolution policies or processes as established or amended by ICANN from time to time.

8. **Liability.** You agree to bear liability for any claims of infringement arising out of or relating to Your Domain Name registration or use of the Domain Name, and you agree to indemnify the Registry Operator for any liability it may incur arising from such infringement.
9. **Registry Operator Published Policies.** You agree to adhere to all those specifications and policies established and published from time to time by the Registry Operator or any subcontractor of the Registry Operator (“**Registry Operator Published Policies**”).
10. **ICANN Policies.** You agree to adhere to all ICANN Temporary Policies and Consensus Policies (as defined in the Registry Agreement), including, without limitation, the latest versions, of policies identified at <http://www.icann.org/en/resources/registrars/consensus-policies> and any such policies that are from time to time developed and adopted by ICANN (“**ICANN Published Policies**”), for which the Registry Operator has monitoring responsibility under the Registry Agreement or any other agreement with ICANN.
11. **ICANN Procedures.** You agree to adhere to any policies, rules or procedures applicable under the Rights Protection Mechanisms and associated rules, policies, requirements and procedures as outlined in specification 7 of the Registry Agreement and the ICANN Published Policies, including but not limited to (i) the most recent trademark clearinghouse rights protection mechanism requirements (“**TMCH Requirements**”) published by ICANN pursuant to specification 7 of the Registry Agreement and amended from time to time, or in the event that the TMCH requirements have not yet been finalised, the most recent draft thereof, (ii) URS requirements, (iii) the trademark post-delegation dispute resolution procedure and (iv) the registration restriction dispute resolution procedure (“**ICANN RPMS**”), submit to any proceedings brought in relation to the ICANN RPMS, and acknowledge any potential consequences of the ICANN RPMS including, but not limited to, the potential for a Domain Name to be locked pursuant to the URS rules.
12. **Compliance with Published Policies.** You agree to comply with the applicable ICANN Published Policies, ICANN RPMs and the Registry Operator Published Policies (“**Published Policies**”) and You agree that these Published Policies may be modified, and you agree to comply with any such changes in the time period specified for compliance.
13. **Warranties.** You represent and warrant that:
  - a. You have the authority to enter into the Agreement;
  - b. the information provided in relation to an application or a Domain Name, as the case may be, is current, complete, and accurate;
  - c. in the event that any registration information provided in relation to the application, or a Domain Name, changes You will correct and update that information immediately; and
  - d. Your registration and use of the Registered Domain Name will at all times be consistent with the mission and purpose of the applicable TLD.

- 14. Acknowledgements.** You expressly agree and acknowledge that:
- a. an application for a Domain Name may not result in the Domain Name being allocated to You;
  - b. certain Domain Names may not be available as a result of being reserved by the Registry Operator or otherwise allocated in accordance with the Published Policies;
  - c. from time to time the Registry Operator may identify certain domain names to be reserved, and may release such domain names subject to the Published Policies;
  - d. during the periods and under the circumstances identified in the Published Policies, multiple allocations for the same Domain Name may be accepted, and those applications may be subject to a special allocation procedure described in relation to that period;
  - e. where a special allocation procedure exists, You must pay any fee and undertake any further steps that may be required in order to complete the process of registering the Domain Name;
  - f. the Registry Operator may prevent You from making an application and registering or renewing a Domain Name if You have been found in breach of the Published Policies.
  - g. that the Registry Operator reserves the right to deny any application, or cancel, lock, place on hold, transfer or delete any Domain Name or transaction that it deems necessary, in its sole discretion: (i) to protect the integrity and the stability of the registry system; (ii) to comply with its obligations as a Registry Operator; (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (iv) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors.; (v) to ensure compliance with the Published Policies; (vi) to stop or prevent any violations of any terms and conditions of the Agreement; (vii) for the non-payment to the Registry Operator of any fee; (viii) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a Domain Name.

- 15. Fees.** You expressly agree and acknowledge:
- a. the price presented by the Registrar to You for: (i) the application; (ii) fulfilling any TMCH Requirements; (iii) the allocation of a Domain Name; (iv) any premium associated with a Domain Name; (v) the creation of the Domain Name; (vi) the renewal of the Domain Name; (vii) or any other fees that may be associated with the Domain Name;
  - b. that the price for the creation of a Domain Name may be greater than or lesser than the price for the renewal of that Domain Name; and
  - c. that no refund will be provided for Your failure to check or understand the fees.

- 16. Indemnification.** You shall indemnify and keep the Registry Operator (including its employees, agents, and subcontractors) fully indemnified from and against all suits, actions, claims, demands, losses, liabilities, damages, costs and expenses that may be

made or brought against or suffered or incurred by the Registry Operator arising out of or in connection in any way with a breach of Your Agreement by You.

17. **Additional Obligations for Special Allocation Procedures.** You acknowledge that:
- a. contact may be made by the Registry Operator or its service providers in relation to an application; and
  - b. pursuant to the Registry Operator Published Policies, failing to provide sufficient information in order to undertake any verification of an application may result in the application being discontinued.

Exhibit DO

Additional Terms and Conditions for .boston TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DO shall apply only with respect to the .boston TLD. Except as expressly modified by this Exhibit DO, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DO have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DO, the terms and conditions of this Exhibit DO shall prevail.
2. The Registry Operator for the .boston TLD shall be Boston TLD Management, LLC. Registry Operator is a party to an agreement with ICANN to operate the .boston TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/boston/boston-agmt-pdf-10dec15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **ICANN Proceedings.** You agree to submit to the UDR, URS, and the Transfer Policy, each in their most recent form and each as may be amended from time to time.
4. **Dispute Resolution.** You acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any Domain Name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the internet (e.g., RFCs); (2) to correct mistakes made by the Registry Operator or any registrar in connection with a Domain Name registration; (3) if required by a URS, UDRP, or court proceeding; or (4) for the non-payment of fees to the Registry Operator.
5. **Indemnification.** You shall indemnify and hold harmless the Registry Operator and its subcontractors, and its and their employees, directors, officers, representatives, delegates, shareholders, affiliates, agents, successors, and/or assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration. This section 5 shall survive the termination or expiration of the Agreement.
6. **Compliance with ICANN Policies.** You shall comply with all ICANN standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

7. **Compliance with Operational Standards.** You agree to comply with operational standards, policies, procedures, and practices for the .boston TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (“**Operational Requirements**”), including affiliates of the Registry, and consistent with the Registry Agreement, as applicable, upon the Registry Operator’s notification to the registrar of the establishment of those terms and conditions upon ninety (90) day notice except in circumstances where a regulatory body (e.g. ICANN) or law enforcement mandates registries to meet shorter deadlines.
8. **Compliance with laws.** You acknowledge that you are obliged and required to ensure that Your Use of Your Registered Domain Name is at all times lawful and in accordance with the requirements of the policies of the Registry Operator and applicable laws and regulations, including, those of Your country of residence and Consensus Policies, including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures. If You collect and maintain sensitive health and financial data You must implement reasonable and appropriate security measures commensurate with the offering of those services as defined by applicable law.
9. **Authorization and credentials.** You represent that You possess any necessary authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with the .boston TLD string. You agree to report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the .boston TLD string to the Registry Operator.

## Exhibit DP

### Additional Terms and Conditions for .adac TLD Registrations

1. **Effect of Additional Terms.** The additional terms and conditions set forth in this Exhibit DP shall apply only with respect to the .adac TLD. Except as expressly modified by this Exhibit DP, all terms, conditions and provisions of the Agreement shall continue in full force and effect as set forth in the Agreement. Except as otherwise modified or defined herein, all capitalized terms in this Exhibit DP have the same meanings as set forth in the Agreement. In the event of a conflict between the terms and conditions elsewhere in the Agreement and the terms and conditions contained in this Exhibit DP, the terms and conditions of this Exhibit DP shall prevail.
2. The Registry Operator for the .adac TLD shall be Allgemeiner Deutscher Automobil-Club e.V. (also referred to herein as “**ADAC**”). Registry Operator has entered into an agreement with ICANN to operate the .adac TLD (“**Registry Agreement**” available at: <https://www.icann.org/sites/default/files/tlds/adac/adac-agmt-pdf-16jul15-en.pdf>), the relevant portions of which are incorporated herein by this reference.
3. **Personal Data.** You consent to the extent permitted by applicable law to the use, copying, distribution, publication, modification and other processing of Your Personal Data by the Registrar, the Registry Operator and its designees and agents in a manner consistent with the purposes specified in the Registry Agreement.
4. **Registry Operator Policies.** You acknowledge and agree to the ADAC Domain Name Registration policies.
5. **Liability.** You agree to bear any and all liability for any claims relating to Your Domain Name registration or Your use of the Domain Name.
6. **Indemnification.** You agree that you shall indemnify, defend and hold harmless the Registry Operator from and against all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, Your Domain Name registration or the use of Your Domain Name.
7. **Reservations of Rights.** You expressly agree that Registry reserve the right to change the status of the Domain Name during the resolution of a dispute or compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel, or transfer any registration that it deems necessary in its sole discretion, in order to comply with ICANN rules and/or the Registry Agreement.



8. **Registration Information.** You agree to correct and update the registration information for the Registered Domain Name during the Registration Period for the Registered Domain Name.

