PLEASE READ THIS REGISTRY-REGISTRAR AGREEMENT ("RRA") CAREFULLY. IF YOU AGREE, YOU ARE CONFIRMING THAT YOU ARE DULY AUTHORISED TO SIGN AND HAVE THE RIGHT TO BIND YOUR COMPANY AND FURTHER YOU REPRESENT THAT YOUR COMPANY IS AN ICANN ACCREDITED REGISTRAR AGREEING TO BE BOUND BY THE TERMS OF THIS RRA. IF YOU DO NOT AGREE TO THE TERMS OF THIS RRA, DO NOT CLICK YES AND DO NOT OFFER FOR REGISTRATION, REGISTER OR ALLOW OTHERS TO REGISTER DOMAINS IN THE TLD.

# Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), is made and entered into by and between ShortDot S.A.  with its offices located at 29, boulevard de la Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand Duchy of Luxembourg ("RO" or "Registry Operator") and

_[REGISTRAR]_____, an ICANN accredited Registrar with its principal place of business located at [INSERT REGISTRAR ADDRESS]  ("Registrar").

RO and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, RO has entered one or more  Registry Agreements with the Internet Corporation for Assigned Names and Numbers (ICANN), or has acquired the rights to operate a TLD Registry.

**WHEREAS** RO offers or may offer registrations in the following TLDs:  **.cyou**, **This Agreement is in respect of TLD .cyou.**

**WHEREAS** TLDs will be delegated into the root by IANA on such dates or have been delegated into the root.

**WHEREAS**  all Registry Policies are set out on  ".cyou Schedule A" as published on the CentralNic Console. All additional terms and pricing/fees for the TLD will also be included on ".cyou Schedule B Fees" as published on the CentralNic Console.

**WHEREAS** RO intends to offer domains via an Early Access Program (EAP) for Premium Priced Domains on a first come first service basis as further defined below.

**WHEREAS**, multiple registrars will provide Internet domain name registration services for one or more of the TLDs; and

**WHEREAS**  Registrar wishes to act as a registrar for domain names offered by RO.

**NOW, THEREFORE**, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows.

**1. DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply:

(i)      The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

(ii)      "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

(iii)     "Applicable Laws" means any applicable domestic laws, regulations or orders, including any national, regional and local laws, regulations or orders, and any applicable international laws, regulations and orders.

(iv)     "CentralNic Console" refers to the Registrar interface at https://registrar-console.centralnic.com/dashboard/login or such other location as amended from time to time.

(v)      "CentralNic" refers to CentralNic Ltd of Saddlers House, 44 Gutter Lane London EC2V 6BR a Registry Service provider for the RO, or its assigns.

(vi)     "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 30 days of the disclosure that it is confidential.

(vii)    "DNS" means the Internet domain name system.

(viii)   "Early Access Program" means a service allowing Registrars to register domain names during the first days of General Availability at premium prices set in .cyou Schedule B as published on the CentralNic Console.

(ix)     "Early Access Program Fee" means the non-refundable and one –time fee charged by the Registry Operator for each Registration made during the Early Access Program, such fee is set out in .cyou Schedule B as published on the CentralNic Console.

(x)      "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

(xi)     "ICANN" means the Internet Corporation for Assigned Names and Numbers.

(xii)    "IANA" Internet Assigned Numbers Authority is the authority responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources, or its assigns.

(xiii)    "Master Access Agreement" means, where applicable, an agreement executed between the Registry Services Provider and the Registrar on or before the Effective Date on which terms the Registry Services Provider agrees to provide and the Registrar agrees to take and pay for certain services provided by the Registry Services Provider in connection with the TLD and any other second-level domains, top-level domains and/or country code top-level domains in respect of which Registry Services Provider may provide its services.

(xiv)    "Personal Data" has the meaning given to it in the UK Data Protection Act 1998 (or as amended to comply with the GDPR General Data Protection Regulation.)

(xv)    "Registry Agreement" means the Registry Agreement between RO and ICANN for the operation of the Registry TLD or TLDs, as amended from time to time, or as renewed.

(xvi)    "Registry" or "RO" means a TLD Registry Portfolio Operator, its successors and assignees.

(xvii)    "TLD" or "TLDs" shall refer to the generic top-level domain or all domains as delegated by ICANN to RO by Agreement for this string: .cyou.

(xviii)    The "Effective Date" is the date upon which the condition precedents have been meet in paragraphs 2.1 and 2.2 below.

(xix)    "Registered Name" means a domain name within the TLD.

(xx)    "Registrant" means the holder of a Registered Name.

(xxi)    "Registration Agreement" is the agreement between the Registrant and the Registrar.

(xxii)    The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above, a Party to this Agreement.

(xxiii)    "Registrar Services" means services provided by a registrar in connection with the TLD (s), and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database.

(xxiv)    "Registry Database" means a database comprised of data about one or more domain names within TLD(s) 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.

(xxv)    "Registry Services" shall mean the service that processes transactions via the Registry System.

(xxvi)    "Registry Services Provider" or "CentralNic" means CentralNic Ltd of Saddlers House, 44 Gutter Lane London EC2V 6BR, the entity authorized by RO to provide the Registry Services, and its successors and assigns.

(xxvii)    "Registry System" means the registry system operated by the Registry Services Provider for Registered Names in the TLD.

(xxviii)    "Registry Policies" include those policies, procedures, guidelines, and criteria promulgated by RO from time to time, and include, ICANN policies applicable to new TLD(s), which are incorporated herein by reference.  Registrar must review those policies as they form part of this Agreement and are subject to amendment from time to time.

(xxix)    "Term of this Agreement" shall have the meaning set forth in Paragraph 8.3 below.


## 2. EFFECTIVE DATE

2.1. The **Effective Date** of this Agreement shall be the date of signing by the parties to this Agreement. Where one Party has signed before the other Party the latter date shall apply. If this Agreement is signed electronically, the date of acceptance by the Registrar shall be the Effective Date.


## 3. ACCREDITATION.

3.1 **Accreditation**. During the Term of this Agreement, Registrar is hereby accredited by RO to act as a registrar (including register and renew registration of Registered Names in the Registry Database) for the TLDs through the Registry System.

3.2 **Intellectual Property License**. Registrar's use of RO name, website and logo(s), RO hereby grants to Registrar a nonexclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited by Registry as a registrar for the TLD, b) to use TLD's logos in connection with promotion, marketing and registration of TLD, c) to use RO's website(s) URLs associated with logo. No other use of RO's name or TLDs name(s), website(s) or logo(s) are licensed hereby. This license may not be assigned or sublicensed by Registrar except Registrar may assign all of its rights and obligations under this Agreement to an affiliate, subsidiary or successor-in-interest as a result of a merger or consolidation, or in connection with the sale or transfer of all or substantially all of it business or assets to which this Agreement relates. The Registrar will derive no right, title or interest in such intellectual property.

## 4. REGISTRY OBLIGATIONS

4.1. **Access to Registry System.** Throughout the Term of this Agreement, CentralNic shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between RO and ICANN.

4.2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, RO shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees.

4.3. **Changes to System.** RO and /or CentralNic may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. RO and or CentralNic will provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Registry System, unless it is a change to EPP or requires implementation by Registrar in which case CentralNic and or RO will provide Registrar with ninety (90) days prior notice. RO will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes. These notice periods shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, immediate implementation of ICANN temporary policies (Spec 1, Section 2 of the RA), or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; and/or (iii) data traffic not conforming to the protocols used by the Registry System, but RO will use commercially reasonable efforts to provide notice as soon as practicable.

4.4. **Handling of Personal Data.**

> 4.4.1. Registry shall comply with its obligations under Applicable Laws in relation to the processing of Personal Data and shall notify Registrar of Registry's published privacy and/or data protection policy (***Registry Privacy Policy***). Registrar may refer Registrants to Registry Privacy Policy where necessary .

> 4.4.2. To the extent (if at all) Registry is a 'data processor' (as defined in the Data Protection Act 1998) in respect of any Personal Data, Registry:
> > (i)     shall take appropriate technical and organisational measures to protect such Personal Data against unauthorised access to, or unauthorised disclosure, alteration or destruction of such Personal Data; and
> > (ii)    not use or authorise the use of such Personal Data in a way that is incompatible with the Registry Privacy Policy.

> 4.4.3.     Registry may from time to time use demographic data collected for statistical and research purposes, provided that such analysis will not result in the disclosure of Personal Data and provided that such use is compatible with the Registry Privacy Policy regarding the purpose and procedures for such use.

> 4.4.4.     Subject to clause 4.4.3., Registry will not assign or transfer any Personal Data to any third party provided that, if and when required by ICANN, Registry may make Personal Data available to ICANN or any relevant government or law enforcement agencies. Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data as described in this clause 4.4.4 and further set out in the Data Processing Addendum incorporated by reference and annexed hereto at Schedule C .

4.5**. ICANN Requirements.** RO'S obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this

Agreement to the contrary, Registry shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

4.6. **Zone Files.** RO will provide Registrar access to Registry zone files, which will be updated by RO every twelve (12) hours. RO will also provide a current list of all domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered. RO will provide Registrar with a daily file that includes all Registrar registered domains with renewal and redemption pricing, if different than the standard pricing.

4.7 **Price List.** RO will post its fees for registration, renewal, transfer and redemption on the CentralNic Registrar Console and in the event there are any non-standard priced domains the RO will provide a current price list of all non-standard domain names, which may include Premium Priced domains, Early Access Program Domains, including registration, renewal and transfer pricing. All pricing and fees are shown here at TLD Schedule B published on the CentralNic Console.

4.8 Non-Uniform Renewal Registrations Pricing. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be $100.00 and $33.00 for a different domain name.)

## 5. REGISTRAR'S OBLIGATIONS

5.1 **Obligation to maintain a Registrar Agreement with CentralNic**. All Registrars as a condition precedent must enter into and maintain a Master Access Agreement with CentralNic.

5.2. **Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar under the Registrar Accreditation Agreement (approved by ICANN in 2013; or subsequent version) "RAA".

5.3 **Registrar's Resellers**

> 5.3.1 Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this clause 5 of this Agreement.

> 5.3.2, Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this clause 5 of this Agreement.

5.4 **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar's discretion), or transfer of Registered Names and (ii) customer service and billing and technical support to Registrants. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfer of Registered Names. Registrar shall publish to Registrants emergency contact information for critical situations such as domain name hijacking.

5.5 **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper Registration Agreement with the Registrant. Registrar shall include in its Registration Agreement

those terms required by this Agreement and other terms that are consistent with Registrar's obligations to RO under this Agreement.

> 5.5.1 **Public Interest Commitments** Registrars in the Registration Agreement shall notify registrants that they must comply with all applicable laws.

> 5.5.2 Further and in particular the Registrar will include in its Registration Agreement with registrants a provision requiring all registrants 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.

> 5.5.3  and include a provision prohibiting Registrants 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, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.

> 5.5.4 If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.

5.6 **Misrepresentation.** Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the relevant TLD(s).

5.7 **Indemnification Required of Registrants.** In its Registration Agreement with each Registrant, Registrar shall require each Registrant to indemnify, defend and hold harmless RO, 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 the Registrant's domain name registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

5.8. **Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each Registrant, as applicable, an obligation for each Registrant to comply with each of the following requirements:

> 5.8.1 ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

> 5.8.2 operational standards, policies, procedures, and practices for the Registry TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards, policies, procedures, and practices and RO's Registry Agreement with ICANN. Additional or revised RO operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by RO to Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

5.9. **Additional Requirements for Registration Agreement.** In addition to the provisions of clauses 5.5, 5.7, in its Registration Agreement, Registrar shall require each Registrant to:

5.9.1 consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents in a manner consistent with the purposes specified pursuant to clause 4.4, including data escrow requirements as determined by ICANN;.

5.9.2  submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and  submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("URS"), under ICANN's related rules; and

5.9.3 correct and update the registration information for the Registered Name during the registration term for the Registered Name;

5.9.4 when applicable agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

5.9.5 acknowledge and agree that RO 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 RO , as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).

5.9.6 As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:

(i)      The name of the Registered Name being registered;
(ii)     The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names 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 Registered Names.
(vi)     During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
(vii)    Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:

a. The name being registered;
b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
c. The identity of Registrar (which may be provided through Registrar's website);
d. The original creation date of the registration;
e. The expiration date of the registration;
f. The name and postal address of the Registrant;
g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

5.10  Upon receiving any updates to the data elements listed in clause 5.9.6 from the Registrant, Registrar shall promptly, and no later than  within five (5) business days, update its database and provide such updates to the Registry Services Provider.

5.11 Business Dealings, Including with Registrant. Registrars must comply with the laws, rules and administrative regulations of the all relevant governmental agencies.

5.12 TLDs domain names shall be registered on a first come, first served basis outside of pre-registration, auctions, sunrise and landrush phases.

5.13 Registrar shall require all Registrants to enter into an electronic or written registration agreement with Registrar.

5.14 The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in clause 4.6.

5.15 A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.

5.16 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow - reasonable policies published by RO from time to time with respect to such complaints.

5.17 **Time**. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall control.

**6. REGISTRY POLICIES AND PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.**

6.1 **Domain-Name Dispute Resolution**. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names in accordance with the ICANN Uniform Domain Name Dispute Resolution Policy and the Uniform Rapid Suspension System ("URS") as set forth on the ICANN website and or RO's website(s)(or such other URL as RO may designate), as amended from time to time ("Dispute Policy").

6.2 In particular in relation to URS:

>6.2. 1 Registrar MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed and
>
>6.2.2 Registrar MUST NOT renew a domain name to such a URS Complainant for longer than one year.

6.3 Registrar's Ongoing Obligation to Comply with New or Revised Specifications and Policies. RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) calendar days email notice of any revisions before any such revisions become binding upon Registrar; however the Registrar reserves the right to accept the revised terms with less notice.

6.4 During the Term of this Agreement, Registrar shall comply with the terms of this Agreement and with all agreed new or revised terms of its Registrar Agreement with CentralNic.

6.5 RO has the rights to amend this Agreement subject to material changes being approved by ICANN and at least ninety (90) days email notice of any revisions before any such revisions become binding upon Registrar; however the Registrar reserves the right to accept the revised terms with less notice.

6.6 For all purposes under this Agreement, the policies specifically identified by RO on the CentralNic Console as .cyou **SCHEDULE A POLICIES** as of the date of this Agreement as having been adopted by RO before the date of this Agreement shall be treated in the same manner and have the same effect as "Registry Policies". Such RO Policies are hereby incorporated by reference and shall be binding on Registrar. RO may amend or otherwise revise any of such RO Policies from time to time by providing ninety (90) days prior email written notice. Registrar agrees that if it does not agree to any such amendment or modification, its sole recourse is to terminate this Agreement.

6.7 Reservation of Rights for RO. RO reserves the right to instruct the Registry Services Provider to deny, cancel, transfer or otherwise make unavailable 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 RO, as well as its affiliates, subsidiaries or subcontractors, or the officers, directors, representatives, employees, or stockholders of any of them; (4) for violations of this Agreement; or (5) to correct mistakes made by RO or any registrar in connection with a domain name registration. RO also reserves the right to hold or lock a domain name during resolution of a dispute.  RO will provide Registrar notice via EPP, email or phone call of any cancelation, transfers or changes made to any registration by RO not initiated by the registrar.

6.8  Within two (2) weeks after each Registry TLD general availability, Registry Operator will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry Operator will reimburse Registrar for fees incurred under the Transfer Policy.

**7. FEES**

7.1 Registrar shall pay Registry Service Provider (CentralNic) the fees for TLD including initial and renewal registrations and other services provided by RO to Registrar (collectively, "Fees") which are set out on Schedule B. RO reserves the right to increase the Fees (registrations or renewals)

prospectively upon one hundred and eighty (180) days prior notice. RO may reduce Fees on such notice in the manner permitted by the RA in relation to Qualified Marketing Programs and consistent with ICANN policy and RO policies. The current Fees are in the document**.cyou SCHEDULE B _ FEES** and posted on the CentralNic Console. Notices applicable to price changes of Premium Domain Name Registration Fees are set out in per .cyou Schedule B FEES.

7.2 Variable Registry-Level Fee. In the event that RO is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the RA, RO shall be entitled to collect such Fees from Registrar, and Registrar hereby gives express approval of RO's collection thereof, in addition to Fees due to RO under clause 7.1 above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by RO to ICANN with respect to Registrar's registrations in the TLD Registry.

7.3 All Fees are exclusive of applicable taxes (specifically including sales tax and Value Added Tax), which Registrar will be responsible to pay and are subject to the terms and conditions of the Registrar Agreement or the Master Access Agreement with CentralNic.

## 8. **TERM AND TERMINATION**

8.1 The Term of this Agreement shall commence on the Effective Date and unless earlier terminated in accordance with the provisions of this Agreement, shall expire at the end of the last calendar month which is two (2) years after the Effective Date. The Term of this Agreement shall automatically renew for additional two (2) year periods unless either Party provides notice to the other Party of termination in writing, at least thirty (30) days prior to the end of the initial or any renewal Term.  Registrar may terminate for convenience by providing RO with thirty (30) days prior notice.

8.2 Termination of Agreement by RO. This Agreement may be terminated by RO in any of the following circumstances:

>8.2.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application;

>8.2.2 Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO reasonably deems as the substantive equivalent of those offenses;

>8.2.3 Registrar is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others;

>8.2.4 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that RO deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.

>8.2.5 Registrar fails to cure any breach of this Agreement within 30 calendar days after RO gives Registrar written notice of the breach;

>8.2.6 Registrar continues acting in a manner that RO has reasonably determined endangers

the stability or operational integrity of the Internet or the Registry System after receiving seven (7) calendar days' notice of that determination;

8.2.7 Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business; or

8.2.8 RO's right to Accredit registrars for the TLDs expire or be terminated by ICANN.

8.3 **Term of this Agreement; Right to Substitute Updated Agreement**. The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with the terms of this Agreement. In the event that, during the Term of this Agreement, RO posts on its website or on the CentralNic Registry Console an updated form of registrar agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 8.2 above) may elect, by giving RO written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and RO shall promptly sign a new agreement that contains the provisions of the updated form posted on the website, with the length of the term of the substituted agreement as stated in the updated form posted on the website, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

8.4 Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

8.5. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.5.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

8.5.2. Registrar shall immediately transfer its sponsorship of all Registered Names to another Authorized Registrar in compliance with any procedures established or approved by ICANN.

8.5.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

8.5.4. All Fees owing to Registry Operator shall become immediately due and payable.

8.5.5 In the event of termination of this Agreement, the following shall survive: clauses 4.5, 5.3, 5.4, 5.6, 7, 8, 9, 10 11, 13 and 14 of this Agreement.


9. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY** Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions:

9.1.The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including

implementing reasonable physical security measures and operating procedures.

9.2 The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

9.3 The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof , and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

9.4 The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

9.5 The Receiving Party shall not prepare any derivative works based on the Confidential Information.

9.6 Notwithstanding the foregoing, this clause 9  imposes no obligation upon the Parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure or (vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

9.7 The Receiving Party's duties shall expire two (2) years after the expiration or termination of this Agreement or earlier upon written agreement of the Parties.

9.8**.** Subject to the licenses granted hereunder, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

9.9. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

10. **Limitations on Liability for Violations of this Agreement**. EXCEPT FOR A BREACH OF CLAUSE 9 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF CLAUSE 9 OR THE INDEMNIFICATION OBLIGATIONS OF CLAUSE 11, IN NO EVENT SHALL A PARTY'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES' LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. **Indemnification**. Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by RO under this Clause, will indemnify, defend and hold harmless RO, the Registry Services Provider, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by Registrar; provided, however, that in any such case: (a) RO or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, RO or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses RO and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by RO and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

11.1 Indemnity. RO, at its own expense and within thirty (30) calendar days after presentation of a demand by Registrar under this Clause, will indemnify, defend and hold harmless Registrar, their affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an "Indemnified Person"), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, (i) any failure on the part of RO's domain name registration systems, and/or (ii) any claim the RO's domain registration systems infringe on another Party's intellectual property; provided, however, that in any such case: (a) Registrar or any other Indemnified Person provides RO with reasonable prior notice of any such Claim, and (b) upon RO's written request, Registrar or any other Indemnified Person will provide to RO all available information and assistance reasonably necessary for RO to defend such Claim; provided further that RO reimburses Registrar and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. RO will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. RO will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registrar and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

12. **No Third-Party Beneficiaries**. This Agreement shall not be construed to create any obligation by either RO or Registrar to any non-party to this Agreement, including any Registrant

13. **Dispute resolution.** The Parties shall attempt to first resolve any dispute or controversy between the Parties arising out of or in connection with this Agreement before resorting to formal arbitration.

Any controversy or claim arising out of or relating to this or in connection with this Agreement, including requests for specific performance, shall be resolved exclusively through an arbitration conducted as provided in this clause 13 and pursuant to the UNCITRAL Arbitration Rules in force at the time. The arbitration shall be conducted in English and shall occur in London. There shall be one (1) arbitrator unless the Parties agree otherwise in writing. The Parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the UNCITRAL Arbitration Rules. The Parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within one hundred and twenty (120) calendar days' of the initiation of arbitration. The Parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the Parties during the pendency of an arbitration, the Parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in England, which shall not be a waiver of this arbitration agreement..

14.**Governing law and jurisdiction.** This Agreement will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this Agreement.

15. **Notices, Designations, and Specifications**. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of delivery) or by fax(against receipt of answerback confirming delivery) during business hours to the address or fax number set forth beneath the name of such Party below or when delivery as described above is refused by the intended recipient, unless such Party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from RO to Registrar at such time as RO posts any notice, update, modification or other information on its RO website or the CentralNic Console, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g., adoption of a new TLD(s) Registry Policy).

 If to Registrar:

[Registrar Name]

Attn: [Contact name]

Address:  [Registrar Address]

Phone: [Registrar Phone]

Fax: [Registrar Fax]

Email: [Registrar email]

If to RO:
ShortDot SA
Attn: Kevin Kopas
120 High Road,
East Finchley
London, England N2 9ED
Email: Sales@nic.icu

16. **Amendments and Waivers**. No amendment or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Parties, save that any applicable registry TLD Policies may be updated from time and posted for review on its website and or the CentralNic Registrar Console. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

17. **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

18. **Force Majeure.** Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither Party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Agreement, such Party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such Party uses best efforts to avoid or remove such causes of non-performance as soon as possible.

19. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Entire  Agreement**. This  Agreement including documents incorporated by reference constitutes the entire agreement of the Parties hereto pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties on that subject. It is expressly agreed by the Parties that this Agreement shall not supersede the terms of the Registrar's registrar agreement with CentralNic (or the CentralNic Master Registrar Access Agreement).

21**. Construction; Severability**. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed

substituted there for such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable law.

22. **Representation and Warranty**. Registrar and RO each represents and warrants that: (i) it is a corporation, limited liability company, partnership or other form of entity, as applicable, duly incorporated, organized or formed, and validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation, (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized, and (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by either Party in order for it to enter into and perform its obligations under this Agreement subject to clause 2.1 above as regards RO.

23. **Assignments**

23.1. **Assignment to Successor Registry Operator**. In the event the Registry Agreement is terminated or expires without entry by Registry and ICANN of a subsequent registry agreement, Registry's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the TLD upon ICANN's giving Registrar written notice within sixty (60) calendar days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry under this Agreement.

23.2. **Assignment in Connection with Assignment of Agreement with ICANN**. In the event that Registry Operator's Registry Agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

23.3. **Other Assignments**. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties. Registrar shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Registry Operator, which shall not be unreasonably withheld.

**THE PARTIES** hereto have caused this Agreement to be signed electronically and executed by their duly authorized representatives.


RO: ShortDot SA
By: Kevin Kopas
Its: Chief Operating Officer

Title:


REGISTRAR:
Registrar [                              ] agreed and  accepted date: [date              ]

# .cyou SCHEDULE A – Policies

**.cyou Terms and Conditions for Domain Registration**
Version 1
Date 15 February 2018

1. Definitions

The following terms are used in these Terms of Service for domain registration in for domains under the Top Level Domain .cyou:

1.1. **Domain Name** - it consists of the name and string .cyou (example: nic.cyou) and represents an unique alphanumeric identifier via a standardized internet protocol for data transmission;

1.2. **Registry** - Shortdot SA with address 29 Boulevard Grande-Duchesse Charlotte L-1331 Luxembourg, and signatory of the registry agreement with ICANN for the TLD .cyou

1.3. **Registrar** - is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

1.4. **Registrant** - A natural or legal person holding a limited, transferable and renewal exclusive right to use on a specific Domain Name;

1.5. **ICANN** - Internet Corporation for Assigned Names and Numbers

1.6. **IANA** - Internet Assigned Numbers Authority

1.7. **Blocked Domain Name** - A Domain Name that is not available cannot be registered because it does not meet the general terms and conditions or has been blocked in the sole discretion of the Registry.

2. Registration provisions

2.1. A Domain Name Registration provides the Registrant with a temporary, conditional, transferable and renewable exclusive license to use the respective Domain Name. The registration of a Domain Name may be withdrawn by the Registrant in the cases and by the order described in these Terms and Conditions including to comply with applicable Dispute Resolution Procedures.

2.2. Domain Name Registration is not anonymous. When submitting a registration request, Applicants shall indicate all the data required in the application form and declare their completeness, accuracy and veracity. When establishing that a Registrant has indicated incomplete, inaccurate or unreliable data, the registration of the respective Domain Name may be declined, suspended, deleted or cancelled.

2.3. The Registry performs its activities in a fair and non-discriminatory manner and in accordance with internationally recognized good practices, including:
    2.3.1. Ensuring stability and security of the registry and the internet
    2.3.3. acting within the code of conduct in the treatment of registrars
    2.3.4. providing access to registrars procedure for requesting and registering Domain Names.
    2.3.5. Assistance against illegal and unscrupulous registration and use of Domain Names.

## 3. Registration of Domain Names

3.1. Registrants of Domain Names may be by private persons or legal persons.

3.2. The selected name must meet the following technical requirements:
    3.2.1. To be composed only of the letters of the current Latin alphabet (from "a" to "z"), the digits 0 to 9 and / or the "-" sign (minus sign).
    3.2.2. The minimum length of the Name is two (2) characters and the maximum is sixty-three (63).
    3.2.3. The first and last character must be a letter or a number.
    3.2.4. The third and fourth characters cannot be both a dash (minus "-") sign.

3.3. The minimum term for Domain Name registration is one (1) year minimum term and Domain Names may be registered for multiple yearly terms up to a maximum of ten (10) years.

3.4. Requests for Domain Name Registration are processed in the order of their receipt (according to the "first come, first served" principle). Registration of a Domain Name may be denied in such instances:
    3.4.1. When the selected Domain Name does not meet the technical requirements set out in paragraph 3.2.
    3.4.2. When declaring Domain Names of the types mentioned in paragraph 3.5. and 3.6. without permission from the Registry.
    3.4.3. When, at the discretion of the Registry, the selected Domain Name conflicts with the law, good faith or good morals.

3.5. Domain names that are reserved for official use by the registry are:
    3.5.1. Such names as mandated by ICANN for technical uses: nic, www, rdds, example and whois
    3.5.2. Registry reserves the right to reserve or withhold from registration any Domain Names in its sole discretion.

3.5.3 In addition the Registry may register and use up to 100 Domain Names.

3.6. Certain Domain Names are reserved by the Registry under ICANN requirements of Specification 5 as amended by ICANN and related policy from time to time.

3.6.1 This includes: such IGO and INGO identifiers that relate to the IOC, the Red Cross and the Red Crescent Movement and IGOs, including the new requirements for IGOs, the IOC and the RCRC.

3.6.2 The Registry reserves its rights to release such two letter names provided always the registrant must represent that its registration and use of the name will not misrepresent or falsely imply that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or affiliation or endorsement does not exist.

3.6.3 The Registry further agrees to take such reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two character ACSII Domain Names. In responding to such reports the Registry will not be required to take any action in contravention of applicable laws.

3.6.4The registry may release for registration country and territory names provided that the registry  has reached agreement with the applicable government for the release of a particular country or territory name or that the GAC database shows a country or territory that "waives its right to authorize the release of country or territory names|" as linked to from ICANN policy at https://www.icann.org/resources/country-territory-names

## 4. Domain Name Registrations

4.1. Registrants must perform Domain Name registration and renewals in accordance with ICANN's policies. Requests are accepted by registrars via the control panel or EPP protocol.
4.1.1. The registration of any domain name may be renewed at any time before the expiration of its registration for an additional period of one (1) to ten (10) years, but no more than ten (10) years in the future.

4.2. Transferring Domain Names
4.2.1. A Registrant may change the Registrar of its domain name by submitting a request to transfer the domain name to another Registrar, in accordance with ICANN's rules and transfer policies.
4.2.2. The Registrant may amend or change the contact details of the Domain Name, or transfer to another person, in accordance with ICANN's policies.

## 5. Termination of Domain Name Registration

5.1. Domain names are deleted from the database of the Registry in the following cases:

> 5.1.1. Upon expiration of the registration term.
>
> 5.1.2.In the event that registered Domain Name does not comply with these Terms and Conditions and the applicable ICANN Policies, or the Registrant has violated the Registry policies. Doman names may also be suspended, deleted or cancelled to comply with these Terms and Conditions or to comply with:
>
> 5.1.3. A decision of UDRP/URS case, a court decision or an out-of-court settlement.
>
> 5.1.4. A Domain Name cancellation request to the Registrar.
>
> 5.1.5 A failure to consent to necessary personal data processing required by the Registrar or Registry, but not for withdrawal of consent for other unnecessary purposes such as marketing by Registrar.
>
> 5.1.6. Data accuracy requirements and in the event that the contact details provided by the registrant are not accurate, or when the registrant fails to update them after a notification from the registry or the registrar.

## 6. Obligations of the Registrant

6.1. When submitting a request for registration, change or renewal of a Domain Name registration, the Registrant must:

> 6.1.1. declare that the data submitted is accurate, complete and up-to-date, and agrees to notify timely of any changes by notification to the Registrar.
>
> 6.1.2. declare that it does not register, modify or renew the registration of an domain name for any illegal purposes
>
> 6.1.3. ensure that the registration, modification or renewal of the Domain Name registration will not violate or affect the rights of any third party;
>
> 6.1.4 use the Domain Name in a way that does not violate the rights of third parties, the applicable laws and/or undertake not to use the domain name in bad faith or for unlawful purposes.
>
> 6.1.5. agree to participate in Dispute Resolution Procedures and to be bound by the decisions made in such proceedings
>
> 6.1.6 company with Anti abuse and Acceptable Use Policies; and
>
> 6.1.7. comply with these Terms and Conditions and any applicable ICANN policies, including the Uniform Domain Name Dispute Resolution Policy ("UDRP") and the Uniform Rapid Suspension Policy and URS Procedure ("URS").

6.2. The Registrant will protect and indemnify the Registry and its officers, shareholders and stakeholders against any claims and all claims of third parties in connection with a registered Domain Name. The Registry is not responsible for damages to third parties related to the registration and / or use of a registered Domain Name by the Registrant.

## 7    Anti-Abuse and Acceptable Use Policy

7.1    All .cyou names are subject to this Anti-Abuse and Acceptable Use Policy.  The Registry may modify this Policy from time to time in its sole discretion.

7.2    In support of the Registry's aim of protecting both rights holders and consumers, a .cyou domain name may not be used to:

   a)  Sell fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other counterfeit products;

   b)  transmit or redirect to misleading information concerning its relationship with a source of goods and services;

   c)  breach consumer protection regulations; or

   d)  impersonate others.

7.3    Registry reserves the right to deny, cancel or transfer any registration or service, or place any domain name(s) on registry lock, hold, or other status, as it deems necessary, at its sole discretion and without notice:

   7.3.1    to protect the integrity, security, and stability of the domain name system;

   7.3.2    to comply with any applicable court orders, laws, requests or rulings from law enforcement agencies, government agencies, or other organizations, or dispute resolution proceedings;

   7.3.3    to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees or its service providers;

   7.3.4    to comply with the Terms and Conditions;

   7.3.5    to respond to or protect against any form of malware (which includes, without limitation, malicious code or software that may affect the operation of the Internet);

   7.3.6    to comply with specifications of any industry group or recognized authority on Internet stability (i.e., RFCs);

   7.3.7    to correct mistakes made by the Registry or any registrar in connection with the domain name registration;

   7.3.8    for non-compliance with the terms of the Qualified Launch Program or the Community Priority Period (a Limited Registration Period), or,

   7.3.9    for non-payment of any fees owed.


7.4    The following activities are prohibited, and constitute registration abuse which may, if identified result in cancelling, suspending, transferring and/or or deleting of the domain name.  The Registrant and/or user of domain names in the TLD agrees to:

   a.  Not upload, post, email, publish, transmit or otherwise make available (collectively, "Transmit") any content that in Registry's sole discretion is considered, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b.  Not impersonate, or attempt to impersonate, any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c.  Not harm minors in any way; not abuse children or transmit child abuse material;

d.  Not distribute malware; or operate botnets;

e.  Not engage in phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other activity contrary to applicable law;

f.  Not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted;

g.  Not transmit any content that the Registrant or user does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

h.  Not transmit any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party;

i.  Not transmit any unsolicited or unauthorised advertising including, but not limited to, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or "pharming"

j.  Not transmit any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

k.  Not interfere with or disrupt servers or networks, or disobey any requirements, procedures, policies or regulations of networks;

l.  Not relay email, or any form or part of electronic communications, from a third party's mail servers without the permission of that third party

m.  Not use "robots" or otherwise harvest other's email addresses for purposes of sending unsolicited or unauthorised material;

n.  Not upload, post, email, or transmit the same message, URL, or text, including linked files, multiple times;

o.  Not intentionally or unintentionally violate any applicable local, state, national or international law, including, any rules of any national or other securities exchange, and any regulations having the force of law;

p.  Not engage, or attempt to engage, in spoofing

q.  Not "stalk" or otherwise harass another, or engage in cyber bullying

r.  Not sell counterfeit or unauthorised goods or commit fraud

s.  Not engage in typo-squatting or cyber-squatting.

t. Not allow their systems and services to be compromised in such a way as to allow a third party to engage in any of the activities that would be deemed to be in breach of this Policy.

7.5 All Registrants must comply with all applicable laws including those that relate to privacy, data collection, data protection, 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.

7.6 If a Registrant is collecting and maintaining sensitive health and financial data, then they must comply with applicable laws on the provision of such services and include security measures appropriate to that sector.

7.7 In the event that a Registrant has registered a domain name that infringes the rights of another, Registry reserves the right in cooperation with the sponsoring Registrar to cancel or transfer such domain name registration, and take further action against the Registrant.

7.8 All .cyou domain names are subject to ICANN's policies (as amended from time to time), including the dispute resolution procedures of UDRP, URS and the rights of trademark holders as enforced by courts of law.

7.9 These Terms and Conditions do not exhaustively cover all potential abuses of domain names which may result in the suspension, transfer, cancellation or locking of a domain name.

7.10 A Registrant may not operate third level registries, or sell, license or lease subdomains, unless it has received express written permission of Registry to do so. For the avoidance of doubt, all Terms and Conditions herein apply in full force to any sub-domains howsoever created. If you wish to enquire about such use please contact registry sales@nic.cyou

7.11 This Policy does not give rise to any rights of compensation or claims against Registry

7.12 Victims of counterfeits, misrepresentation or any breaches or infringements of Anti-Abuse and Acceptable Use Policies herein are encouraged to contact Registry with specific complaint(s) at abuse@oneregistry.co in order that Registry may investigate the matter. Registry does not guarantee a reply or that any action will be taken. If Registry in its sole discretion finds that any of the Terms and Conditions herein have been breached then Registry may suspend, lock or cancel the Registration without notice.

7.13 Compliance with all laws. Registry must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such Registry reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

## 8. Registrars

8.1. All Registrars have the same rights and obligations as described in the  Registry

Accreditation Agreement. These Terms and Conditions are incorporated by reference therein.

8.2. The Registry accepts applications for registration, modification or renewal of a Domain Name only by ICANN accredited Registrars with whom a contract has been concluded. Each Registrar determines independently the registration and renewal retail prices of Domain Names.

## 9. Protection of personal data

9.1. With the acceptance of these Terms and Conditions, the Registrant agrees that its data will be disclosed as described in the document. In the event the Registrant is a natural person, then the Registry will only use such information for the purposes to register the Domain Name and comply with its obligations as Registry operator as licensed by ICANN.

9.2. Personal data is submitted to the Registry by the Registrars.
>   9.2.1. The Registry shall protect the personal data received by appropriate technical means.
>   9.2.2. The Registry may retain the data even after expiration of the Domain Names only in so far as to comply with applicable laws.
>   9.3. The Registry shall process and disclose the collected personal data to nominated third parties required to provide the services as set out below:
>>      9.3.1. Personal data may be provided to the Registry to provide the services, and to its third party processors, including: the Registry Services Provider, and ICANN
>>      9.3.2. Personal data may be made publicly available through the Whois service, (unless such disclosure is withdrawn or deemed protected by applicable privacy laws.)
>>      9.3.3. Personal data shall be transmitted to DENIC, the selected escrow service provider. The data will be checked for integrity before submitted to ICANN.
>>      9.3.4. On case by case basis, the personal details will be released to ICANN for inspection.
>>      9.3.5. Personal data may be released if requested by a decision of a competent state authority within the framework of its powers.
>>      9.3.6. The personal data may be disclosed to comply with an order by a court, or URS/UDRP panel.

## 10. Rights, Duties and Responsibilities of the Registry

10.1. The duties of the Registry under these General Terms and Conditions are:
>   10.1.1. To register, manage and maintain Domain Names
>   10.1.2. Comply with these Terms and Conditions and the obligations of its Registry Agreement with ICANN.
>   10.1.3 Comply with applicable laws.

10.2. The Registry has the absolute right to deactivate, suspend or cancel the Domain Names which, by registration or use, threaten national or international computer security or violate the law (including Domain Names that are used in connection with terrorism, propaganda of violence or racial hatred, / or malicious computer code, computer fraud, botnets, malware etc.).

10.3. The Registry is not responsible or liable for any:
10.3.1. Lost profits and damages caused by Registrars and Registrants incurred in connection with the registration or use of Domain Name, Registry system or Domain Name Registration.
10.3.2. Damage caused by technical problems or Registrar actions that resulted in a Domain Name registration being denied or a registered Domain Name being deleted due to events beyond the reasonable control of the Registry and its third party service providers.
10.3.3. Actions of the registrars.
10.3.4. In the event of deletion of a registered Domain Name in violation of these Terms and Conditions the Registry shall not be liable for any compensation (reimbursement of amounts paid) and shall not be liable for lost profits or damages to the Registrant.
10.3.5. In the event of force majeure circumstances including any loss of internet or disruption to the |Internet.

10.4. The Registry and its officers or agents will not be held liable for any damages and loss of profits suffered by Registrars of Domain Names and Registrars arising from an act or omission by the Registry and its employees or agents in performing the functions of the Registry.

10.5. The Registrant bears full responsibility over third parties for the registration and use of its Domain Name(s).

10.6. The Registry and the Registrar are not responsible for the accuracy of the data provided by the Registrant.

10.7. The Registry and the Registrar are not responsible to the Registrant for third party claims relating to uses of the Domain Name.

## 11. Modifications and Amendments to the Terms and Conditions

11.1. The Registry reserves the right to modify these Terms and Conditions from time to time. The Registry will post the updated version on the website thirty (30) days before it comes into effect. In case a registrant objects to the updated provisions, its sole remedy will be to cancel the domain registration without any rights refund of any fees.

## 12. Jurisdiction and Law

12.1 These Terms and Conditions and all legal relations between the Registry and the Registrars are subject to the laws of Luxembourg and the courts of Luxembourg-city shall have exclusive jurisdiction over any disputes.

12.2. The official correspondence, notices and documents from the registry shall be in English.

# Sunrise Dispute Resolution Policy

**Introduction**

1.1 This Sunrise Dispute Resolution Policy (the "SDRP") is incorporated by reference into the Registration Agreement. This SDRP is applicable to the Trademark Sunrise and is effective as of 1 January 2017.  An SDRP Complaint may be filed against a domain name registered during the .cyou TLD Sunrise Period, and until 14 days after the close of the Sunrise Period. This SDRP describes the process and the standards that will be applied to resolve disputes in relation to an allegation that a domain name has been registered by a third party in violation of the Registry's Sunrise Policy.

1.2 The Registry may modify this Dispute Policy from time to time in its sole discretion. Such revised Policy shall be posted on the Registry's website with least 14 calendar days before it becomes effective; unless this Policy has already been invoked by the submission of a Complaint, in which event the version of the Policy in effect at the time it was invoked will apply until the dispute is concluded, all such changes will be binding with respect to any dispute, whether the dispute arose before, on or after the effective date of the change.

**Initiating a Dispute and Internal Review**

1.3 Prior to initiating a dispute under this Policy, potential complainants must submit complaints first to the Registry at: sales@nic.cyou

1.4 As a first step the Registry shall attempt to resolve the issue internally without charge. In particular, in the case that the matter is more appropriately dealt with by the Sunrise Registrar or the TMCH, it will advise the potential complainant accordingly. If the complaint relates to a Registry process error affecting the applicable domain(s), the Registry will investigate and if upheld seek to resolve such errors internally without charge.  In the event the Registry is unable to resolve the dispute, it will notify the potential complainant to submit its complaint for resolution directly to arbitration at an appropriately located arbitration provider to accommodate the complainant as outlined in this Policy.  The Dispute Resolution Provider to be appointed within suitable timeframe for each complainant may include the National Arbitration Forum (USA), WIPO (Switzerland or Singapore) or other Arbitration services provider.

1.5 Any claim or dispute not made to the Registry within ten (10) days of the end of Sunrise will be time barred from consideration by the Registry.

**Frivolous Complaints**

1.6 A complainant, complainant's counsel, or complainant's counsel's firm, that is found to

be responsible for filing three or more SDRP complaints (in any TLD, .cyou or otherwise) deemed to be frivolous may be barred from further use of this policy at the Registry's discretion. A frivolous complaint comes from a complainant that has habitually lodged vexatious complaints, persistently and without reasonable grounds. In denying use of this policy, the Registry or the Dispute Resolution Providers may consider the number of complaints lodged under this Policy or any similar third-party registry policies and paths of dispute resolution, which were resolved in favor of a respondent, or otherwise consider a pattern of abusing such policies.

**Applicable Disputes**

1.7 A registered domain name in the TLD will be subject to an administrative proceeding upon submission of a complaint that a third-party Sunrise Registration was improper under one or more of the following criteria.

**Improper Sunrise Registration-Trademarks**

1.8 A complaint under this section shall be required to show by reasonable evidence that a registered domain name in the .cyou TLD does not comply with the provisions of the Registry's Sunrise Program.  The complaint must prove one or more of the following elements:

  i.   at the time the challenged domain name was registered, the registrant did not hold a trademark registration of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty;
  ii.  the domain name is not identical to the mark on which the registrant based its Sunrise registration;[1]
  iii. the trademark registration on which the registrant based its Sunrise registration is not of national effect (or regional effect) or the trademark had not been court-validated or protected by statute or treaty; or
  iv.  the trademark registration on which the domain name registrant based its Sunrise registration was not issued on or before the date specified by the Registry in its Sunrise Criteria, if one was specified.

**Evidence**

1.9 Arbitrators will review the Registry's Sunrise Policy in making its decision.

**Defences**

1.10 Harmless error. A Respondent may produce evidence to show that, although the sunrise registration was granted based on submission of the wrong documents, or documents containing an error, the true and correct evidence existed at the time the sunrise registration was applied for and, thus, the registration would have been granted.

**Remedies**

1.11 If the Arbitrator finds that the domain name was improperly registered during the Sunrise period, the sole remedy for a Complaint filed under this SDRP shall be cancellation of the registration, and return of the cancelled domain name to the pool of available names

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[1] For the purposes of analysis of this element, neither the gTLD itself, nor the "dot," shall be considered.

available for registration.

1.12 In the event an SDRP dispute is brought by an auction bidder for the same domain name, the auction will be suspended until the dispute is resolved.

**Procedure**

**Dispute Resolution Provider - Selection of Procedure**

1.13 Following the internal review process set forth in Section 8.4, the Registry will appoint a dispute resolution provider such as the National Arbitration Forum ("Forum"), WIPO Arbitration and Mediation Centre ("WIPO") or other appropriate provider (collectively referred to as the "Dispute Resolution Provider") by submitting the complaint directly to such provider as directed by the Registry. Before submission to such provider the Registry will inform complainant and provide adequate time for the preparation of the complaint. The Dispute Resolution Provider will administer the proceeding and select a qualified and eligible Arbitrator(s) ("Arbitrator"). The Dispute will be handled according to the established rules for such providers, Sunrise Dispute Resolution Policy ("Rules"), setting forth a fee schedule and other technical and process requirements for handling a dispute under this SDRP. For example, if the Forum were to be selected as the most appropriate Dispute Resolution Provider the proceedings will be conducted according to this SDRP and the applicable Rules of the Forum. Any fees will be those set by the Dispute Resolution Provider.

**Registry's or Registrar's Involvement**

1.14 Neither the Registry nor Registrar will participate in the administration or conduct of any proceeding before a Dispute Resolution Provider. In any event, neither the Registry nor the registrar is or will be liable as a result of any decisions rendered by the Dispute Resolution Provider. Any sunrise-registered domain names in the TLD involved in a SDRP proceeding will be locked against transfer to another domain name holder or another registrar in the event of a dispute and during the course of a proceeding.[2] The contact details of the holder of a registered domain name in the TLD, against which a complaint has been filed, will be as shown in the registrar's publicly available Whois database record for the relevant registrant. the Registry and the applicable registrar will comply with any Arbitration decision and make all appropriate changes to the status of the domain name registration(s) in their Whois databases.

**Parties**

1.15 The registrant of a registered domain name in the TLD shall be promptly notified by the Dispute Resolution Provider of the commencement of a dispute under this SDRP, and may contest the allegations of the complaint or show other cause why the remedy requested in the complaint should not be granted in accordance with this SDRP. In all cases, the burden of proof shall be on the complainant, and default or other failure of the holder of the registered domain name shall not constitute an admission to any allegation of the complaint. The Dispute Resolution Provider shall promptly notify all named parties in the dispute, as well as the registrar and the Registry of any decision made by the Arbitration.

**Decisions**

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[2] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and/or implementation steps.

1.16 The Arbitrator may state the basis on which the decision is issued in summary format and may include such commentary or guidance as the Arbitrator deems appropriate;

1.17 The decision shall state whether a registered domain name in the TLD is to be cancelled or if the status quo maintained; and

1.18 Decisions made under this SDRP may be publicly published by the Dispute Resolution Provider on its website.

**Implementation of a Lock and the Decision**

1.19 If an Arbitrator's decision requires a change to the status of a registered domain name, the Registry[3] will wait ten (10) business days after communication of the decision before implementing that decision, unless the registrant submits to the Registry (with a copy to the Dispute Resolution Provider) during that ten (10) day period official documentation (such as a copy of a complaint, file-stamped by the clerk of the court) that the registrant has commenced a lawsuit to preserve its claimed rights in a court of competent jurisdiction over the parties and the registered domain name. If such documentation is received no further action shall be taken until the Registry receives (i) evidence satisfactory to the Registry of an agreed resolution between the parties; (ii) evidence satisfactory to Registry that registrant's lawsuit has been dismissed or withdrawn; or (iii) a copy of an order from such court dismissing such lawsuit or otherwise directing disposition of the registered domain name.

**Representations and Warranties**

1.20 Parties to a dispute under this SDRP shall warrant that all factual allegations made in the course thereof are true and correct to the best of their knowledge, and shall remain subject to all representations and warranties made in the course of registration of a disputed domain name.

**Maintaining the Status Quo**

1.21 During a proceeding under the SDRP, the registered domain name shall be locked against transfers between registrants and/or registrars and against deletion by registrants.

**Indemnification / Hold Harmless**

1.22 The parties shall hold the registrar, the Registry, the Dispute Resolution Provider, and the Arbitrator harmless from any claim arising from operation of the SDRP. Neither party may name the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator as a party or otherwise include the registrar, the Registry, the Dispute Resolution Provider, or the Arbitrator in any judicial proceeding relating to the dispute or the administration of the SDRP policy. The parties shall indemnify, defend and hold harmless the registrar, the Registry, the Dispute Resolution Provider, the Arbitrator and their respective employees, contractors, agents and service providers from any claim arising from the conduct or result of a proceeding under this SDRP. Neither the registrar, the Registry, Dispute Resolution Provider, the Arbitrator nor their respective employees, contractors, agents and service

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[3] A Registry may, though its agreement with registrars, instead require the registrar to perform the lock and implementation steps.

providers shall be liable to a party for any act or omission in connection with any administrative proceeding under this SDRP or the corresponding rules. The complainant shall be directly and solely liable to the registrant in the event the complaint is granted in circumstances where the registrant is lawfully entitled to registration and use of the registered domain name(s) in the TLD.

**Relationship To Other Dispute Resolution Policies**

1.23 This SDRP is in addition to and complementary with the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension System ("URS") and any charter, nexus, or eligibility dispute policies adopted by ICANN or the Registry.

**Effect of Other Proceedings**

1.24 The administrative proceeding under the SDRP shall not prevent either party from submitting a dispute concerning the registered domain name in the TLD to concurrent administrative proceedings or to a court of competent jurisdiction for independent resolution during a pending SDRP administrative proceeding or after such proceeding is concluded. Upon notice of such other proceeding, the SDRP proceeding may be terminated (in the sole discretion of the Arbitrator) in deference to the outcome of such other proceeding.

**SDRP Modifications**

1.25 the Registry reserves the right to modify this SDRP at any time. Such revised SDRP shall be posted on the Registry Website at least thirty (30) calendar days before it becomes effective; unless this SDRP has already been invoked by the submission of a complaint, in which event the version of the SDRP in effect at the time it was invoked will apply until the dispute is concluded. In the event that registrant objects to a change in this SDRP, the sole remedy is to cancel the registration, provided that registrant will not be entitled to a refund of any fees paid in connection with such registration.

1.26 In addition to this Sunrise Dispute Resolution Policy, all Registrants agree to participate in and abide by any determinations made as part of the Registry's dispute resolution procedures, including but not limited to:
Uniform Domain Name Dispute Policy (http://www.icann.org/en/help/dndr/udrp),
Uniform Rapid Suspension Policy (http://newgtlds.icann.org/en/applicants/urs),
Transfer Dispute Resolution Policy (http://www.icann.org/en/help/dndr/tdrp).

# .cyou SCHEDULE B  - FEES

# .cyou Pricing ($USD)

| Phase | Application Fee | Registration Fee | Renewal Fee |
|---|---|---|---|
| Sunrise | USD $300.00 | USD $3.50 | USD $3.00 |
| General Availability | n/a | USD $3.50 | USD $3.00 |

# Other Fees

| Transfer Fee | USD $3.00 per year |
|---|---|
| Redemption Fee | USD $100.00 |
| Bulk Transfer Fee | For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay RO USD$0 (for transfer of 50,000 names or fewer) or USD $30,000 (for transfers of more than 50,000 Registered Name Bundles) |
| Registry Lock Fee | ($10 per month or $120 per year) |

## PREMIUM FEES

1. Early Access Program. During the Early Access Program which occurs approximately a week prior to General Availability,  available domain names may be registered on a first come-first served basis, such limited registration period shall be published by ICANN on the submission of the RO's start up information and on the CentralNic Registrar console. Registrars participating in this phase, may purchase domain names by paying an Early Access fee for each domain name and the registration fee.

    (a) The Early Access Program Fee are set by the RO and each registration will be charged a registration fee and Early Access Program Fee. The Early Access Program Fee will change, usually to a lower level each day of the Early Access Program.

    (b) The Early Access Program Fee and registrations will be as follows:
    DAY 1 EAP FEE $1000.00
    DAY 2 EAP FEE $500.00

DAY 3 EAP FEE $250.00
DAY 4 EAP FEE $100.00
DAY 5 EAP FEE $75.00
DAY 6 EAP FEE $40.00
DAY 7 EAP FEE $25.00

1. **Premium Domain Name Registrations:** RO reserves the absolute right to identify domain names to be offered during EAP, General Availability or any other Period, which shall be provided for registration as defined and indicated by RO as Premium Domain Names.  RO pricing for Premium Domain Names will be set by RO.  Registrars may offer the domains at marked-up pricing for registration by registrants and keep any difference between the registration fee paid by the registrant and the RO price. Multiple requests for the same Premium Domain Name during Sunrise will go to a Premium Domain Name auction with the auction minimum being set by RO's designated auction provider. During EAP and General availability, Premium Domain Names will be available on a first-come-first-served basis.

2. **Premium Domain Name Pricing Tiers**
   RO has categorized Premium Domain Names into 4 Premium Domain Name Pricing Tiers as defined below. All Premium Domain Names will have a renewal fee (per year) and domain name transfer fee equal to the initial registration fee at which the Premium Domain Name was registered. RO reserves the right to move unregistered Premium Domain Names across Premium Domain Name Pricing Tiers at its own discretion, provided RO provides Registrar with 180 (one hundred and eighty) days prior notice for all such moves which result in Premium Domain Name price increases, and 30 days prior notice for all such moves which result in Premium Domain Name price reductions and provided that RO agrees to make no more than 2 (two) such movements across Premium Domain Name Pricing Tiers in any one year period in each the TLD. Such prior notice may be provided by email, hand, registered mail, courier or express delivery service. RO also reserves the right to add or remove unregistered domain names to or from Premium Domain Name Pricing Tiers in the TLD at its own discretion, provided the applicable notice periods for such changes are provided to Registrar, and provided that such additions and removals to and from Premium Domain Name Pricing Tiers shall be considered as movements for the purpose of the established limit of two (2) movements in any one year period in the TLD. For the avoidance of doubt, one (1) such movement in the TLD may include a combination of price increases and decreases to multiple domain names resulting from moving names across, into, and out of Premium Domain Name Pricing Tiers. Creation of additional Premium Domain Name Pricing Tiers will be effective upon a 180 (one hundred and eighty) days prior notice to Registrar.

| Premium Domain Name Pricing Tier | Premium Domain Name Pricing (Initial Registration, Renewal and Transfer Pricing) |
|---|---|
| Tier 6 | USD $ 5 |
| Tier 5 | USD $ 7.50 |

| Tier 4 | USD $ 10 |
|--------|----------|
| Tier 3 | USD $ 20 |
| Tier 2 | USD $ 30 |
| Tier 1 | USD $ 60 |