Policy Overview and Definitions

Overview

The following policies, which govern the top-level domain (TLD or Registry), are based on policies and best practices drawn from ICANN, WIPO, and other relevant sources, and is written to be consistent with ICANN Consensus Policies. Specifically, the Registry Policies include the following interrelated policies, terms, and conditions (together the "Registry Policies"):

a. This Overview, including Definitions.

b. The Naming Policy, which describes reserved and blocked (prohibited) domain names;

c. The Acceptable Use Policy (AUP), which describes the types of acceptable uses for domain name registrations;

d. The Registrant Agreement, which Registrars must present to Registrants (as a requirement of the terms of the Registry-Registrar Agreement), and which Registrants must acknowledge and agree to in order to register a domain name; the Registrant Agreement binds Registrants, at the time of initial registration, domain renewal, or domain transfer, to the Registry Policies (which also includes by reference: ICANN-mandated rights protection mechanisms such as the Uniform Rapid Suspension service ("URS"), Uniform Domain Name Dispute Resolution Policy ("UDRP"), and other ICANN Consensus Policies, as may be amended from time to time);

e. The Privacy & Whois Policy, which describes how a Registrant's Personal Information may be used by the Registry and in some cases, third parties;

f. The Registry-Registrar Agreement (RRA), is the agreement between the Registry and each ICANN-accredited Registrar authorized to sell domain names within this TLD.

g. The .购物 / xn--g2xx48c Launch Phase Policies, which describes the timing and other factors related to various exclusive registration periods for specific constituencies.

The Registry policies form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety of the obligations and responsibilities with regard to any domain name registration.

Background

The Registry Polices are designed to promote transparent and non-discriminatory rules for the registration of domain names within this TLD, including: fair and competitive pricing and competition at the Registrar level; protection of Registrant data and privacy; adherence by Registrants to the AUP; protection of intellectual property rights; protection of certain terms; prevention of the registration of illegal terms; prevention of violations of the law or abuse of the

Domain Name System (DNS), including criminal acts; and to align use of the TLD with the applicable self-regulatory environment.

These polices provide that the TLD may, when necessary, implement Registry-level "Registration suspensions" for AUP violations. The registration and use of a domain is subject at all times to the Registry Polices, which provide the means to address crime, prohibited content, intellectual property abuses and other issues of concern.

Definitions

Abuse Point of Contact: an agent of the Registry appointed to review complaints for compliance with these Registry Policies.

Acceptable Use Policy (or AUP): a policy that describes the types of acceptable uses for domain name registrations.

Blocked Names: a list of domain names, appearing on a list of blocked names, which list is subject to additions and modifications from time to time, which are indefinitely unavailable for registration.

Data Escrow: the process of keeping a copy of critical data, including Whois data, with an independent third party.

Domain Name: an identification string that represents an Internet Protocol resource, usually a server computer hosting a web site, which identification string is to the left of the dot in a URL. E.g., in "internic.net", the domain name is "internic."

Domain Name System (or DNS): the system that helps people find their way around the internet. Every computer on the internet has a unique address, which is a string of numbers, called an "IP address" (IP stands for "Internet Protocol"). Because IP addresses are hard to remember, the DNS makes using the internet easier to navigate by allowing a familiar string of letters (the domain name) to be used instead of the IP address; so instead of typing ""192.0.43.9", internet users can type "www.internic.net".

Domain Lock: a status code that can be set on a domain name in order to prevent unauthorized, unwanted or accidental changes to the domain name's ownership or technical information. When set, the following actions are prohibited: (i) modification of the domain name, including transferring the domain name; (ii) deletion of the domain name; and (iii) modification of the domain name contact details. Where a Domain Lock is applied, renewal of the domain name is still possible.

EPP (Extensible Provisioning Protocol): an industry standard for how Registrars communicate with Registries.

Escrow Agent: a third party contracted to perform data escrow services for the Registry.

ICANN (the Internet Corporation of Assigned Names and Numbers): the organization that creates the rules for, and ensures the technical stability of, the internet.

ICANN Consensus Policies: domain name–related policies created through ICANN's multi–stakeholder consensus–based consultation process to govern certain actions related to domain names, Whois, and other ICANN-related functions; the current list of ICANN Consensus Polices can be found here.

Identical Match: means that a domain name consists of the complete and identical textual elements of a Trademark Clearinghouse–validated trademark. In this regard: (a) spaces contained within a mark that are either replaced in a domain name by hyphens (and vice versa, as the context allows) or omitted may be disregarded for determining Identical Matches; (b) certain special characters (e.g., "@" and "&") contained within a trademark that are spelled out in a domain name with appropriate words describing it may be disregarded for determining Identical Matches; (c) punctuation or special characters contained within a mark that are unable to be used in a second level domain name may either be (i) omitted or (ii) replaced by spaces, hyphens or underscores and still be considered Identical Matches; and (d) no plural and no "marks contained" (i.e., "brandx" in "brandxproducts") qualify for treatment as Identical Matches.

Identifier: a number assigned by the Registry to a Registrant to uniquely identify the Registrant for the purposes of the Registry's operations and to preserve the Registrant's privacy; an individual's name is not used as an Identifier.

IP (Internet Protocol): the technical protocol that allows computers to find and communicate with each other on the internet.

IP Address: a numerical address for a computer connected to the internet.

Naming Policy: the policy that describes reserved and blocked (prohibited) domain names.

Name Server: the server that maps the domain name to an IP address.

Personal Information: means information about an individual person, including any Registrant, whose identity can reasonably be ascertained from such information, but does not include indexes or aggregations of Personal Information relating to more than one person, such as logfiles, DNS Zone Files, databases or backups. This information may include the name, address, telephone number, and email address of the Registrant. This may include the home address and personal email of the Registrant, if the Registrant uses those as their primary contact information for the domain name.

Primary Purpose: the reasons for the Registry's collection of Personal Information, which is the storage and maintenance of such information in the Whois database (a copy of which ICANN requires is provided to the Escrow Agent) as required by ICANN, which is searchable and publicly available.

Policy Overview and Definitions

<u>Privacy & Whois Policy</u>: a policy document that describes how a Registrant's Personal Information may be used by the Registry and in some cases, third parties.

<u>Prohibited Use</u>: a use of the domain name that is illegal or expressly prohibited by the Registry Policies, especially the Acceptable Use Policy.

<u>Registrant</u>: a person, whether an individual or business entity, in whose name a domain name is registered.

<u>Registrant Agreement</u>: the document which Registrars must present to Registrants (as a requirement of the terms of the Registry-Registrar Agreement), and which Registrants must acknowledge and agree to in order to register a domain name; the Registrant Agreement binds Registrants, at the time of initial registration, domain renewal, or domain transfer, to the Registry Policies (which also includes by reference, ICANN-mandated rights protection mechanisms such as the Uniform Rapid Suspension service ("URS"), Uniform Domain Name Dispute Resolution Policy ("UDRP"), and other ICANN Consensus Policies);

<u>Registrar</u>: an entity, accredited by ICANN and under contract with the Registry, through which a business entity or individual may register a domain name.

<u>Registrar Registration Fee</u>: payment by the Registrar to the Registry for registration of a domain name.

<u>Registration Fee</u>: payment by the Registrant to the Registrar for registration of a domain name.

<u>Registry</u>: a database of all domain names and the associated registrant information in the top-level domain; the entity that operates the TLD Registry database.

<u>Registry Policies</u>: the policy framework governing domain name registrations in the TLD, which includes the Naming Policy, Acceptable Use Policy, Registrant Agreement, Privacy & Whois Policy, Registry–Registrar Agreement, ICANN consensus polices, and applicable laws, as amended from time to time.

<u>Registry Related Parties</u>: any natural or juristic person who is or is related to the Registry or the Registrar, including the officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns, and attorneys of either the Registry or a Registrar.

<u>Registry-Registrar Agreement (or RRA)</u>: the agreement between the Registry and each ICANN-accredited Registrar that is authorized to sell domain names within the TLD.

<u>Reserved Names</u>: domain names currently unavailable for registration but which may be released in the future.

<u>Root Servers</u>: the authoritative name servers that serve the DNS root zone; a network of hundreds of servers in many countries around the world.

<u>Sunrise</u>: the exclusive period in which trademark owners may register the Identical Match of their trademark as a domain name prior to general domain name availability in the TLD.

<u>Term</u>: the period of registration of a domain name. The initial Term may be between one (1) and ten (10) years, but registration renewals may extend the Term.

<u>Top Level Domain (or TLD)</u>: anything to the right of the final dot in a domain name; e.g., ".com", ".net", ".ie".

<u>Trademark Claims Service</u>: the service which gives notice to a prospective domain name registrant at the time of registration that the desired domain name may infringe a trademark; also provides electronic notice to a trademark rights holder that a domain name is an Identical Match to their trademark or to a previously-adjudicated infringing string has been registered. The prospective Registrant must warrant that: (i) they have received notification that the mark is registered in the Trademark Clearinghouse; (ii) they have received and understood the notice; and (iii) to the best of their knowledge, the registration and use of the requested domain name will not infringe on the rights that are the subject of the notice. If the domain name is registered subsequent to the notice being issued and the registrant attesting to its non–infringement, the registrar (through an interface with the Clearinghouse) will notify the mark holder(s) of the registration.

<u>Trademark Clearinghouse (TMCH)</u>: the central storage repository of validated (authenticated) trademark rights–related data and information for dissemination with respect to trademark rights protection mechanisms and other registry-related services; more information can be found [at their website](#).

<u>UDRP (Uniform Domain Name Dispute Resolution Policy)</u>: an ICANN Consensus Policy that provides for independent adjudication of trademark-related domain name disputes concerning alleged trademark abuse.

<u>URS (Uniform Rapid Suspension)</u>: similar to the UDRP, a complimentary rights protection mechanism that offers a lower-cost, faster path to relief for rights holders experiencing the most clear-cut cases of infringement.

<u>Shared Registry System (SRS)</u>: the system that allows multiple Registrars to register domain names in a Registry.

<u>Whois</u>: an ICANN-mandated tool that displays the Registrant, Name Server, expiration date, and contact information for a domain name. Whois information is public and searchable, and may include Personal Information, including but not limited to:
    a. Technical information on the DNS Name Servers resolving a domain name;
    b. The date the domain name was inserted into the Registry's database;

c. The date of last modification;
d. The date of expiration;
e. The current status of the domain name;
f. The Registrar's contact details;
g. The Registrant's name;
h. The Registrant's physical address and/or alternate address;
i. The Registrant's email and phone numbers and/or alternate address;
j. The Registrant's state and/or alternate address;
k. The Registrant's country and/or alternate address.
l. Details of nominated administrative, technical and billing contacts.

WIPO: the World Intellectual Property Organization, an international body responsible for the promotion of the protection of intellectual property throughout the world and historic partner with ICANN for UDRP proceedings.

Zone File: the file on a Root Server that contains the domain name registration information necessary to resolve the domain names to their relevant IP addresses.

This Naming Policy sets forth the rules and guidelines concerning the availability of any domain name registered in this TLD. Here are the most current version of this Naming Policy and related material, including lists of Reserved Names, Blocked Names, and names that are blocked by ICANN. Certain other reserved and blocked names are provided exclusively to accredited Registrars.

This Naming Policy is part of the Registry Policies, which form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety the obligations and responsibilities with regard to any domain name registration.

Actual or attempted registration of a domain name in contravention of this Naming Policy may result in a Registrant being forbidden from registering domain names and/or the suspension or revocation of such Registrant's right to continue to be recognized as the Registrant of the non-compliant domain name or any other domain name. Suspension or revocation may, as determined in the Registry's sole discretion, with the cooperation of the sponsoring Registrar, apply to one or more of the Registrant's domain names.

The Registry reserves the right to modify or update this Naming Policy at any time and from time to time, and any such modifications or updates shall be posted on the Registry website. Once posted, such modified or updated Naming Policy shall apply to all Registrants.

1. Reserved Names. Reserved names may be reserved by ICANN or the Registry.

    a. Reserved Names:

        i. ICANN Reserved Names:

            A. IGO/NGO Names

            B. Country and Territory Names

        ii. Names Reserved by the Registry:

            A. Some domain names are reserved by the Registry for use in its operations.

    b. In the event that a Registrant has mistakenly been allowed to register a Reserved Name, the Registry will, in its sole discretion, with the cooperation of the sponsoring Registrar, cancel or transfer such domain name. Any fees paid by the Registrar to the Registry will be refunded but the Registrant and the Registrar shall have no further recourse under the Registry Policies or otherwise.

    c. In the event that a Registrant has fraudulently obtained the registration of a Reserved Name, the Registry reserves the right to cancel or transfer such domain name registration as provided for in, and take such further action as authorized by, the Registry Policies.

d. Registrants are not allowed to register a domain name that might be considered confusingly similar to a reserved name. In the event that Registry determines, in its sole and absolute discretion, that a domain name is confusingly similar to a reserved name, the Registry reserves the right to cancel or transfer such domain name registration as provided for in, and take such further action as authorized by, the Registry Policies.

2. <u>Blocked Names</u>. The Registry reserves the right, in its sole discretion, to block certain names and terms from registration. The Registry may also block certain Domain Names in accordance with applicable law or ICANN Consensus Policies.

   a. In the event the Registry has mistakenly allowed the registration of a Blocked Name, the Registry may, after refunding fees to the Registrar, transfer the name back to the blocked list.

3. <u>Infringing Domain Names</u>. Registrants are not allowed to register domain names which include terms that infringe upon intellectual property or other rights. More extensive discussions of infringement and the rights and responsibilities of both the rights holder and the alleged infringer can be found at ICANN's discussion of the [UDRP](), [URS](), and the [TMCH claims service]().

   a. Terms that may infringe upon the rights of others include, but are not limited to:

      i. company names, brand names, or product names;

      ii. sport team and association names;

      iii. terms that may mislead the public as to a connection with or the source of goods or services, or the true identity of a person.

      iv. names that falsely misrepresent themselves as a government entity, associated with the government, or approved by the government

   b. Registration or use of a domain name may be infringing if:

      i. the domain name is identical or confusingly similar to a personal name, company, business, or other legal or trade name, or to a trade or service mark in which a third party has uncontested rights, including without limitation in circumstances which:

         1) the registration or use is likely to deceive or confuse others in relation to the source of goods or services provided under or in relation to, or in respect of similar goods or closely-related services of a registered trademark; or

2) the registration or use deceives or confuses others in relation to the source of goods or services in respect of which an unregistered trademark or service mark has become a distinctive identifier of the goods or services of a third-party complainant and in which the third-party complainant has established a legal right; or

3) the registration or use trades on or passes off a domain name or a website or other content or services access through a resolution of a domain name as being the same as or endorsed by, authorized by, associated with, or affiliated with the established business, name, or reputation of another; or

4) the registration or use constitutes intentionally misleading or deceptive conduct in breach of the Registry Policies, applicable laws, or ICANN Consensus Policies; or

5) the domain name has been registered or used in bad faith, which includes, without limitation, the following:

A. the Registrant has registered or used the domain name primarily for the purpose of unlawfully disrupting the business or activities of another person or entity; or

B. by registering or using the domain name, the Registrant has intentionally created a likelihood of confusion with respect to the third-party complainant's intellectual property rights or rights of publicity and as to the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services of a product or service available on or through resolution of the domain name.

c. The Registry does not reserve or block domain name registrations for terms, or confusingly similar terms, that might infringe upon intellectual property or other rights. It is the responsibility of the Registrant to determine, prior to registering a domain name, whether or not a term might infringe the intellectual property or other rights of an entity or individual. The Registrant is solely liable in the event that the Registrants' use of a domain name constitutes an infringement or other violation of a third party's intellectual property or other rights.

d. In the event that any party disputes a Registrant's legal right to register and/or use a domain name that allegedly infringes the rights of another or that allegedly infringing material is displayed on a website that is resolved via the domain name, the Registrant shall act in accordance with and agrees to be bound by ICANN's policies, including the UDRP and URS, and by the Registry Policies, as applicable.

e. In the event that a Registrant has registered a domain name that infringes the rights of another, the Registry reserves the right, in cooperation with the sponsoring Registrar, to

cancel or transfer such domain name registration as provided for in, and take such further action against Registrant as authorized by, these Registry Policies.

4. <u>Other Naming Policies.</u>

a. Prospective Registrants are not permitted to submit an application for a domain name if they have previously submitted an application for registration for the same domain name where:

    i.   they are relying on the same eligibility criteria for each domain name applications; and

    ii.   the character string has previously been rejected by the Registry;

b. Registrants who repeatedly try to register Reserved Names, Blocked Names, or domain names that infringe the rights of others may be banned from further registration of domain names and may have any domain names registered to them revoked or cancelled, as provided for in the Registry Policies.

Acceptable Use Policy

Introduction

This Acceptable Use Policy (AUP) sets forth the terms and conditions for the use by a Registrant of any domain name registered in the top-level domain (TLD).

This Acceptable Use Policy (AUP) is part of the Registry Policies, which form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety the obligations and responsibilities with regard to any domain name registration.

The current version of the AUP will made available on the Registry website. It applies to any domain name registered in the TLD, no matter when or how registered, renewed, or transferred. Where a Registrant licenses or leases the domain name or any sub-domain names obtained under these Registry Policies, the Registry and the sponsoring Registrar shall hold the Registrant solely liable for activity in the domain name and, if applicable, in any sub-domain.

The Registry supports the free flow of information and ideas over the internet. The Registry does not and cannot exercise editorial control over the content of any message or web site made accessible by domain name resolution services in the TLD.

The Registry, with the cooperation of the sponsoring Registrar, may suspend, revoke, transfer, or modify the information or services provided in relation to any domain name (for example, through modification of a Registry Zone File) to address alleged violations of this AUP (described further below). The Registry shall have the authority to determine, in its sole discretion, whether use of a domain name is a prima facie violation of this AUP. The Registry or affected third parties may also utilize ICANN-sanctioned procedures, such as the Uniform Domain Name Dispute Resolution Policy (UDRP) or the Uniform Rapid Suspension (URS) system and/or applicable courts (including those courts in the jurisdiction and venue specified in the Registrant Agreement).

Registrants are obliged and required to ensure that their use of a domain name is at all times lawful and in accordance with the requirements of the Registry Polices and applicable laws and regulations, including those of the Registrant's country of residence and ICANN Consensus Policies - including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures. Registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Where applicable, Registrants represent that they possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD; material changes to the validity of such credentials must be reported to the Registry.

The Registry reserves the right to modify or amend this AUP at any time and from time to time and any such updates shall be posted on the Registry's website. The Registry will notify

Registrars in the event of updates. The AUP as posted on the Registry's website is the agreement in affect at any time.

Prohibited Use

A Prohibited Use of a domain name is a use that is either illegal or expressly prohibited by provisions of this AUP and/or the Registry Policies. A non-exhaustive list of such restrictions pertaining to registration or use of a domain name (in relation to various purposes and activities) is further described below in this AUP.

Compliance with the Registry's AUP

The registration and use of a domain name in the TLD must be for lawful purposes. The creation, transmission, distribution, storage of, or automatic forwarding to or framing of any material in violation of applicable laws, regulations, or this AUP is prohibited. This may include, but is not limited to, the following:

a. Communication, publication, or distribution of material (including through forwarding or framing) that infringes the intellectual property rights and/or right of publicity of another person or entity. Intellectual property rights include, but are not limited to: copyrights, design rights, patents, patent applications, trademarks, rights of personality, rights of publicity and trade secret information. Rights of publicity include, but are not limited to, the right to keep one's image and likeness from being commercially exploited without permission or contractual compensation, the right to be left alone, and the right to be forgotten.

b. Cyber bullying or other harassment.

c. Registration or use of a domain name that, in the sole discretion of the Registry violates the Naming Policy.

d. Registration or use of a domain name that is part of a pattern of registration or use where the Registrant has registered or used domain names that violate the Naming Policy;

e. Failure of the Registrant to transfer the domain name to a third party if, as evidenced in writing, Registrant acted as an agent of the third party when registering for the domain name.

f. Use of content or methods that, in the sole discretion of the Registry:

   i. are capable of disruption of systems in use by other internet users or service providers (e.g., viruses or malware);

   ii. seek or apparently seek authentication or login details used by operators of other internet sites (e.g., phishing); or

iii. may mislead or deceive visitors to the site that the site has an affiliation with the operator of another internet site or business (e.g., phishing); or

g. Use of the domain name to publish or distribute, either directly or through forwarding or framing, images or materials that are prohibited by or constitute an offense under applicable laws, including the law of the Registrant's country of residence.

h. Use of the domain name to publish or distribute material that includes, by way of example and without limitation, real or manipulated images depicting the sexual exploitation of children, bestiality, and material containing threats or detailed instructions regarding how to commit a crime.

i. Use of the domain name to publish or distribute defamatory material or material that constitutes racial vilification or "hate speech."

j. Use of the domain name to publish or distribute material that constitutes an illegal threat or encourages conduct that may constitute a criminal act.

k. Use of the domain name to publish or distribute material that is in contempt an order of a court or other authoritative government actor within the jurisdiction of the country of residence of the Registrant, Registrar, or Registry.

1. Electronic Mail

The Registry expressly prohibits Registrants from engaging in the following activities:

a. Communicating, transmitting, or sending unsolicited bulk email messages or other electronic communications ("junk mail" or "spam") of any kind including, but not limited to, unsolicited commercial advertising and informational announcements as prohibited by applicable law.

b. Communicating, transmitting, or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property.

c. Communicating, transmitting, sending, creating, or forwarding fraudulent offers.

2. Disruption of the Registry Network

A Registrant may not use a domain name for the purpose of:

a. Restricting or inhibiting any person in their use or enjoyment of the Registry's network or a domain name or any service or product of the Registry.

b. Actually, or purportedly reselling the Registry's services or products without the prior written consent of the Registry.

c. Communicating, transmitting, or sending very large or numerous pieces of email or illegitimate service requests (i.e., a DDoS attack).

d. Providing false or misleading information to the Registry.

e. Facilitating or aiding the transmission of confidential information, private, personal or stolen data including, but not limited to, credit card information (without the owner's or cardholder's express prior written consent).

3. Network Integrity and Security

a. Registrants are prohibited from circumventing or attempting to circumvent the security of any host, network, or accounts (i.e., cracking or hacking) on, related to, or accessed through the Registry's network. This includes, but is not limited to:

    i. accessing data not intended for the Registrant;

    ii. logging into a server or account which the Registrant is not expressly authorized to access;

    iii. using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;

    iv. probing the security of other networks; and/or

    v. executing any form of network monitoring that is likely to intercept data, of any nature, not intended for the Registrant.

b. Registrants are prohibited from effecting any network security breach or disruption of any internet communications including, but not limited to:

    i. accessing data of which the Registrant is not an intended recipient; and/or

    ii. logging onto a server or account which the Registrant is not expressly authorized to access.

    For the purposes of this section, "disruption" includes, but is not limited to:

    + port scans, TCP/UDP floods, packet spoofing;

    + forged routing information;

+ deliberate attempts to overload or disrupt a service or host; and/or,

+ using the Registry's network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the internet.

c. Registrants who compromise or disrupt the Registry's network systems or security may incur criminal or civil liability. The Registry will investigate any such incidents and will notify and cooperate with law enforcement and other appropriate governmental actors if an alleged crime or other alleged wrongdoing in violation of this AUP is suspected to have taken place.

4. Non-Exclusive, Non-Exhaustive

This AUP is intended to provide guidance as to acceptable use of the Registry's network and domain names. However, the AUP is neither exhaustive nor exclusive.

5. Enforcement

The Registry may, in its sole discretion, with the cooperation of the sponsoring Registrar, suspend, transfer, or terminate a Registrant's service, including a domain name registration, for violation of any of the terms and conditions of the AUP on receipt of a complaint if the Registry, in its sole discretion, believes:

a. a violation of the AUP has or may have occurred; and/or

b. suspension and/or termination may be in the public interest.

Except in extreme situations, the Registry may work with Registrars to effect the appropriate action.

Complaints regarding violations of this policy or law should be directed to the Abuse Point of Contact at abuse@mmx.co or by mail to Minds + Machines Group Limited office at 32 Nassau Street, Dublin 2, Ireland.

6. DISCLAIMER AND LIMITATION OF LIABILITY

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

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

A. SUPPLYING THE DOMAIN NAME AGAIN; OR

B. PAYING THE REASONABLE COST INCURRED OF HAVING THE SERVICES SUPPLIED AGAIN.

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

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

IN ADDITION, THE REGISTRY AND/OR REGISTRY RELATED PARTIES ARE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, TELECOMMUNICATION FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORIZED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE REGISTRY TOP-LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY OR REGISTRY RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR THE REGISTRY OR REGISTRY RELATED PARTIES' BREACH OF

THIS AGREEMENT OR NEGLIGENCE OF ANY TIME SHALL BE, AT THE SOLE DISCRETION OF THE REGISTRY OR THE REGISTRY RELATED PARTIES, THE RESUPPLY OF THE DOMAIN NAME OR A REFUND OF THE REGISTRATION FEE, REDEMPTION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO THE REGISTRY OR REGISTRY RELATED PARTIES BY THE REGISTRANT.

7. Modification of Network Data

The Registry is committed to an open internet and to freedom of expression. However, in the course of its duties to comply with ICANN consensus policies, UDRP, or URS decisions, court or other governmental orders, or other duly-qualified law enforcement requests, or to protect the integrity and functioning of its networks, the Registry, in its sole discretion, reserves the right to:

a. remove or alter content, Zone File data and/or other material from its servers that violates the provisions or requirements of this AUP;

b. re-delegate, redirect or otherwise divert traffic intended for any service;

c. notify operators of internet security monitoring services, virus scanning services and/or law enforcement authorities of any breach or apparent breach of this AUP or other Registry Policies; and/or

d. terminate access to the Registry's network by any person or entity that the Registry determines has violated the provisions or requirements of this AUP.

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Registrant Agreement

(Note: while Registrars may require Registrants to agree to certain Registrar-specific Terms & Conditions, subject to applicable law, the substance of the terms of this Registrant Agreement as set out below must be fully incorporated in any agreement entered into by and between a Registrar and Registrant for the registration and/or renewal of a domain name in this TLD. Registrars may only amend the terms and conditions set forth herein to the extent necessary to comply with local laws and other applicable conditions affecting this Agreement.)

This Registrant Agreement (the "Agreement") is entered into by and between the domain name Registrant ("Registrant") and _____ (the "Registrar") relating to domain name services including, but not limited to, the registration, renewal, transfer, or deletion of a domain name in the top-level domain ("TLD") Registry ("the Registry") listed on Schedule A.

This Registrant Agreement is part of the Registry Policies, which form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety the obligations and responsibilities with regard to any domain name registration.

Terms and Conditions

1) By applying to register or renew a domain name in this Registry (hereinafter referred to as an "Application") or by registering one or more domain name(s), the Registrant hereby acknowledges that they have read and agree to be bound by all terms and conditions of this Agreement, as well as the other documents in the Registry Policies.

   The most recent Registry Policies apply to any and all domain name applications, domain names, and domain name registrations in this Registry and explain the terms, conditions, rights, and obligations between the Registry, the Registrar, and the Registrant. Those parts of the Registry Policies that are not part of the text of this Agreement are incorporated into this Agreement by this reference.

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

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

2) <u>Registration Fee</u>. The Registrant shall pay to the ICANN-accredited Registrar the appropriate registration fee ("Registration Fee") applicable at the time the Registrant submits its Application to such accredited Registrar. Payment of the Registration Fee shall be made in accordance with the requirements of the accredited Registrar, and the Registry Policies are effective at the time of submission of such application or at the time of payment, whichever is earlier. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. It is the responsibility of the accredited Registrar to pay a separate registration fee to the Registry in connection with such domain name application, and the Registry is not bound to accept any application until such separate Registrar Registration Fee is paid. The Registry will not refund any Registration Fee or other fee to the Registrant in the event of non–performance by any such Registrar; the Registry disclaims any and all liability for any losses incurred as a result of any Registrar non-performance including where a third party may obtain registration of a domain name for which an Application has been submitted.

3) <u>Term and Renewal Term</u>. The Registrant's exclusive registration of the domain name shall continue for the term specified in the accepted application (the "Term"), subject to the Registry's and/or Registrar's right to suspend or terminate the domain name pursuant to this Agreement and the Registry Policies, which are incorporated herein by reference. Domain name Registrations may be made for an annual term of between one (1) and ten (10) years.

4) <u>Registrant Information</u>. The Registrant shall ensure that the information submitted by or on behalf of the Registrant to the Registrar in connection with registration of the domain name or otherwise ("Registrant Information"), will, throughout the Term, comply with the Registry Policies as may be in effect from time to time and will remain true, current, complete, accurate, and reliable. The Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by immediately making such changes in their account at the Sponsoring Registrar. The Registry reserves and may exercise the right to suspend and/or terminate the Registrant's registration of the domain name if: (i) information provided by the Registrant to the Registrar and/or Registry appears, in the Registry's sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and/or keep the Registrant Information true, current, complete, accurate, and reliable. In such a circumstance, the Registry may, in its sole discretion, with the cooperation of the sponsoring Registrar, suspend the Registrant's domain name(s) upon the Registry's receipt of knowledge that such information is deficient. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle the Registry to terminate this Agreement, resulting in suspension and/or deletion of the domain name, immediately upon such breach without any refund of the Registration Fee and without any obligation of notice to the Registrant.

   a. The Registrant acknowledges and agrees that all personal information about the Registrant that is supplied to the Registry and/or an accredited Registrar may be

publicly available to third parties via a public "Whois" service, as required by ICANN and as allowed by applicable laws.

b. Registrants must provide all contact information as required by the ICANN-accredited Registrar. Providing true, current, complete, and accurate contact information is an absolute condition of registration of a domain name within this TLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate, or misleading or conceals or omits pertinent information, the Registry may terminate, suspend, place on hold, or cancel the domain name registration of any Registrant without notification and without refund to the Registrant.

c. The Registrant is responsible for responding in a timely fashion to communications from a Registrar or the Registry regarding any domain name registered by or on behalf of the Registrant.

d. The Registry retains the irrevocable right, but expressly disclaims any obligation, in its sole discretion, to monitor and/or scan any content published or sent under a domain name registered in the Registry, including where such content involves an intrusion or causes modification of Registry or other data, providing such scanning is for the purpose of identifying internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other internet users or the Registry, or content that is illegal. The Registry may delegate this right to its agents, representatives, successors, and assigns or choose not to exercise the right.

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

6) <u>Scope of Registration</u>. On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry of the separate Registrar registration fee, and after acceptance of the application, the Registrant will be entitled to a limited license for

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

7) <u>Registrant Representations and Warranties</u>. The Registrant represents, warrants, and covenants that:

a. the Registrant understands that registration entitles the Registrant only to a limited license for the use of the domain name(s) for the Term, subject to compliance with this Agreement, the Registry Policies and other applicable rules and laws, including those concerning trademarks and other types of intellectual property rights, as these may now exist or be revised from time to time. Registrant agrees to be bound and abide by any ICANN Consensus Policies including, but not limited to, the Uniform Domain Name Dispute Resolution Policy ("UDRP") and Uniform Rapid Suspension ("URS"), as now in effect and as may be adopted and/or amended at any time and from time to time;

b. neither the registration of the domain name, nor the manner in which it is to be directly or indirectly used by the Registrant or otherwise, will or may infringe the legal rights or intellectual property rights of a third party;

c. the Registrant will use or display the domain name in accordance with the laws, rules, and regulations of any applicable national, state, territorial, or international or other laws, rules, and regulations, and ICANN Consensus Policies, and will not use the domain name in any way which violates or may violate a right of the Registry or any third party;

d. any violation of these Registry Policies may result in lock, suspension, or termination of the domain name in question or other domain names the Registrant may have registered in the TLD, in the Registry's sole discretion;

e. the application and registration information provided by the Registrant is true, complete and accurate, and the Registrant will update said information in a timely manner if it changes;

f. the Registrant is either: (a) an identifiable human individual over the 18 years of age or otherwise recognized as being able to enter into a legally-binding contract under applicable law; or, (b) a properly described and legally-recognized entity within its national jurisdiction, e.g., corporation, limited liability company, partnership, association, society, or proprietary limited company for which the Registrant has legally binding authority to enter into this Agreement and the Registry Policies;

g. the Registrant will not, directly or indirectly, through registration or use of the domain name or otherwise:

    i. register a domain name for the purpose of unlawfully diverting trade from another business or website;

    ii. deliberately register as a domain name misspellings of another person or entity's personal, company or brand name(s) or confusingly similar domain name(s) in order to pass-off or trade on the business, goodwill or reputation of another, or otherwise infringe upon a third party's intellectual property rights;

    iii. grant or purport to grant a security interest or other encumbrance on or over the domain name unless: such security interest or other encumbrance does not exceed the rights of the Registrant in the domain name as limited by this Agreement, does not impair the Registrant's ability to fulfil the Registrant's obligations under this Agreement, and does not impose or purport to impose obligations on the Registry beyond the obligations owed by the Registry to the Registrant in the absence of such a security interest or encumbrance;

h. the Registrant meets, and will continue to meet for the whole of the Term, any and all eligibility criteria prescribed in the Registry Policies for registering and using the domain name;

i.   the Registrant will maintain the Registrant Information provided pursuant to the requirements of this Agreement;

j.   the Registrant has not previously submitted an Application for registration of a domain name for the same character string where:

   i.   the Registrant is relying on the same eligibility criteria for both domain name Applications; and

   ii. the domain name application has previously been rejected;

k.   any content, material, email, or webpage, contained on any Uniform Resource Locator ("URL"), website, or webpage accessing, utilizing, or accessed by means of the domain name, complies with the Acceptable Use Policy, whether incorporated directly into, forwarded, or framed by means of the domain name or otherwise;

l.   the Registrant has not relied upon any representation or promise which does not appear in this Agreement;

m. the Registrant's use of the domain name and of any webpage, email, or URL accessed by or utilizing the domain name will comply with the requirements of the Acceptable Use Policy.

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

The Registry may delegate authority to:

a) investigate any breach or potential breach of the Registry Policies; and

b) take action to cure or sanction any breach or potential breach of the Registry Policies, including the authority to immediately suspend or transfer use of a domain name upon detection by a service provider or notification, e.g., from an internet security agency, that the domain name may contain malicious software or otherwise violates the Acceptable Use Policy.

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

9) <u>Disputes Between Registrants</u>. The Registrant acknowledges that the Registry cannot, and does not, screen or otherwise review any Application to verify that the Registrant has the legal right to use a particular character string as or in a domain name, or that the Registrant will not infringe the rights of a third party. In the event that any third party disputes the Registrant's legal right to use, display, exploit, or register the domain name in any fashion, including allegations that infringing material (as defined in the Acceptable Use Policy) is displayed on or forwarded, including via the use of frames, to a website that is resolved via the domain name or that the registration or use of the domain name itself infringes the third party's rights, the Registrant shall act in accordance with and agree to be bound by the ICANN-mandated URS, UDRP, and applicable ICANN Consensus Policies. The Registrant will be solely liable in the event that the Registrant's use of the domain name constitutes an infringement or other violation of a third party's rights.

10) <u>DISCLAIMER AND LIMITATION OF LIABILITY</u>. THE REGISTRANT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE RELATING TO THE USE, SUSPENSION, TERMINATION OR THE INABILITY TO USE THE DOMAIN NAME OR IN ANY OTHER WAY RELATED TO THE DOMAIN NAME, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING IN THE CASE OF NEGLIGENCE BY THE REGISTRY AND/OR REGISTRY RELATED PARTIES), OR OTHERWISE. THE REGISTRY'S LIABILITY FOR ANY BREACH OF A CONDITION OR WARRANTY IMPLIED BY ANY OF THE REGISTRY POLICIES, INCLUDING THE NAMING POLICY, ACCEPTABLE USE POLICY, REGISTRANT AGREEMENT, PRIVACY & WHOIS POLICY, AND/OR THE REGISTRY–REGISTRAR AGREEMENT SHALL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE TO ONE OF THE FOLLOWING (AS THE REGISTRY MAY DETERMINE IN ITS SOLE DISCRETION:

A. SUPPLYING THE DOMAIN NAME AGAIN; OR

B. PAYING THE REASONABLE COST INCURRED OF HAVING THE SERVICES SUPPLIED AGAIN.

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

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

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

AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO THE REGISTRY OR REGISTRY RELATED PARTIES BY THE REGISTRANT.

11) <u>Notices</u>. Notices to the Registry shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., UPS) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

> Registry Name: Minds + Machines Group Limited
> Attention: Legal Department
> Physical Address: PO Box 9134
> City, State Postal: Seattle, WA 98109
> Telephone Number: +1 206 445-0365
> legal@mmx.co

Notices mailed by official mail shall be deemed delivered on signed receipt.

Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable receipted commercial courier service (e.g., DHL) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the Registry or its agent such as a Registry Related Party, by email or fax to the Registrant, such notice to be deemed delivered upon transmission.

12) <u>Governing Law/Forum Selection</u>. For all disputes in which the Registry may be or is a party, this Registrant Agreement shall be exclusively governed by and construed in accordance with the laws of the Republic of Ireland and applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrant hereby irrevocably consents to the exclusive jurisdiction of the Courts of the Republic of Ireland, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the domain name, this Agreement, or Registry Policies. The exclusive venue for such action shall be the Courts of the Republic of Ireland. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the Registry, disputes not involving the Registry as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between an accredited Registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the sponsoring Registrar); provided, however, that no such separate agreement may modify or waive either the Registry's or Registrant's consent to exclusive choice of law, jurisdiction, and venue in the Republic of Ireland for disputes in which the Registry is or may be a party, as described above.

13) <u>Ownership of Information and Data</u>. Subject to any limitations of the privacy laws of the Republic of Ireland, Registrant agrees and acknowledges that the Registry and/or any Registry delegee shall own all database, compilation, collective, and similar rights, title, and interests worldwide in any domain name database(s) and all information and derivative works generated from the domain name database(s), and that such domain name database may include, without limitation, any information supplied by Registrant or by the Registry that appears or should appear in the Whois or similar information repositories, and any other information generated or obtained in connection with providing domain name registration services.

14) <u>2-Character Domains Corresponding to Country Codes.</u> For such domain names registered that correspond to current or future country code top-level domains, Registrant agrees that Registry may take such steps as are, in its sole and absolute discretion, necessary to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship, or endorsement does not exist.

15) <u>Severability</u>. If any provision of this Agreement or the Registry Policies is held invalid, unenforceable, or void, the remainder of the Agreement or the Registry Policies, as applicable, shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of the Registrar, Registry, and Registrant in executing this Agreement.

16) <u>No Waiver</u>. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.

17) <u>Full Integration</u>. This Agreement, as it may be modified at any time and from time to time as provided for herein, together with the Registry Policies, as they may be modified at any time and from time to time, expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and Registrar for the benefit of the Registry relating to the domain name. No prior or contemporaneous written, oral, and/or electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and the Registry relating to the domain name. Additional agreements, if any, may be entered into between the Registrant and Registrar relating to domain name services provided by such Registrar, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement, neither may such an additional agreement impose any obligation upon the Registry without the Registry's express prior written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.

18) <u>Written Agreement</u>. This Agreement constitutes a written agreement between the Registrant and Registrar for the benefit of the Registry even though the Registrant's Application may be dispatched electronically, and even though the Registry may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

19) <u>Assignment</u>. The parties agree that the Registry may assign, sub-assign, transfer, sell, license, or sub-license its rights and obligations under this Agreement or any portion thereof to a third party without prior written notice to the Registrant.

20) <u>Survival of Obligations</u>. The parties agree that clauses 6 (Scope of Registration), 7 (Registrant Representations and Warranties), 8 (Breach and Cure), 9 (Disputes Between Registrants), 10 (Indemnity), 11 (DISCLAIMER AND LIMITATION OF LIABILITY), 12 (Notices), 13 (Governing Law/Forum Selection), 14 (Ownership of Information and Data), and 16 (Severability) shall survive the expiry or termination of this Agreement.

21) <u>Headings</u>: The headings of sections contained in this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this agreement, or have any effect on its interpretation or construction

22) <u>Third Party Beneficiary</u>. The Registry is an intended third-party beneficiary of this Agreement with rights to enforce its terms. The Registrant agrees to cooperate with the Registry or Registrar in Agreement compliance-related matters.

THIS AGREEMENT IS, AND THE REGISTRY POLICIES ARE EFFECTIVE AND BINDING AS OF THE TIME OF SUBMISSION, BY THE REGISTRANT, OF AN APPLICATION FOR A DOMAIN NAME OR AT THE TIME OF PAYMENT, WHICHEVER IS EARLIER.

1. Preamble

This Privacy & Whois Policy is part of the Registry Policies, which form a cohesive framework and must be read in conjunction with one another, as well as with other applicable agreements, policies, laws, and regulations which, taken together, represent the entirety the obligations and responsibilities with regard to any domain name registration.

2. Objectives

The objectives of this Privacy & Whois Policy are:

a. To disclose to the Registrant, and in doing so obtain the Registrant's consent to, the fact that certain Personal Information provided by the Registrant may be dealt with in the following manner by the Registry:

    i. Personal Information shall be collected and may be used, maintained, and/or corrected from time to time in accordance with this and/or other Registry Policies or practices;

    ii. Personal Information shall be collected by the Registry through the Registrar for the purpose of the storage, maintenance, disclosure, and/or use of such Personal Information. The Registry may disclose or transfer such Personal Information to any third party (in addition to ICANN and the Registry Escrow Agent), under the circumstances detailed in the "Use and Disclosure" section of this Privacy & Whois Policy;

    iii. All Personal Information about the Registrant that is supplied to the Registry, or a Registrar, may be available to third parties by way of a public "Whois" service, consistent with:

        1) Privacy principals of the Registry;

        2) The Registry Policies;

        3) ICANN Consensus Policies; and/or

        4) Applicable laws, rules and regulations.

b. To outline the Registry's procedures for the appropriate collection, holding, use, correction, disclosure, and transfer of a Registrant's Personal Information by the Registry.

In order to provide Registry services in any TLD, the Registry is required by ICANN to collect and publish data pertaining to the identity of the Registrant of any domain name.

3. Definitions

In addition to definitions found in the Registry Policies "Policy Overview and Definitions" document, the following terms are used in this Privacy & Whois Policy as defined below.

a. "Escrow Agent" means a third party contracted to perform data escrow services for the Registry. The data escrow agreement with the Escrow Agent ensures the transfer of all relevant DNS data and Registrant information, including Personal Information, to ICANN and an ICANN-mandated back-up registry operator ("EBERO" or Emergency Back End Registry Operator), and will ensure the safety and integrity of the Registry's TLD database. The Escrow Agent is prohibited from use or disclosure of the Registry's TLD data unless that use, or disclosure is deemed essential to ensure the stability and integrity of the Registry's TLD.

b. "Personal Information" means information about an individual person, including any Registrant, whose identity can reasonably be ascertained from such information, but does not include indexes or aggregations of Personal Information relating to more than one person, such as logfiles, DNS Zone Files, databases or backups. This information may include the name, address, telephone number, and email address of the Registrant. This may include the home address and personal email of the Registrant, if the Registrant uses those as their primary contact information for the domain name.

c. The "Primary Purpose" of the collection of Personal Information is the storage and maintenance of such information in the Whois database (a copy of which ICANN requires is provided to the Escrow Agent) as required by ICANN, that is searchable and publicly available. No domain name can be registered without the Registry collecting such Personal Information and making it publicly available in the Whois database.

4. "Whois" Server Implications

The Registry will maintain a publicly accessible information service known as the Registry's "Whois" service, which service provides the following information pertaining to a domain name, pursuant to ICANN's Consensus Policies, which may be amended at any time and from time to time:

a. Technical information on the DNS servers resolving a domain name;

b. The date the domain name was inserted into the Registry's database;

c. The date of last modification;

d. The date of expiration;

e. The current status of the domain name;

f.   The Registrar's contact details;

g.   The Registrant's name;

h.   The Registrant's physical address and/or alternate address;

i.   The Registrant's email and phone numbers and/or alternate address;

j.   The Registrant's state and/or alternate address;

k.   The Registrant's country and/or alternate address.

l.   Details of nominated administrative, technical and billing contacts.

It is not possible to entirely block third party access to Registrant Personal Information; it may, however, be possible for Registrants to use the services of a third party to display "private" or "proxy" information in the publicly-available Whois. However, even in such case Registrant Personal Information is normally accessible by the Registry, and, merely by way of example, to certain law enforcement agencies and others as allowed under applicable law.

5. Collection

a.   The Registry collects Personal Information for one or more of its functions and/or activities including, where required:

i.   to identify and maintain contact details of domain name Registrants and their duly appointed agents;

ii.   to provide access to that data to the public and persons connected with Registrants;

iii.   to provide services to Registrants and maintain its database;

iv.   for the provision of Whois service;

v.   to contact the Registrant, including notifications in accordance with the Registry Polices; and/or,

vi.   to provide law enforcement, government agencies, and relevant internet security organisations with information required to investigate or prevent an alleged crime.

b.   The Registry's website utilizes technology that collects user information and tracks usage (e.g., via "cookies"). The Registry's website may feature links to other third party websites but the Registry is not responsible for the content and privacy practices of any such third party websites.

6. Use and Disclosure

a. The Registry may use or disclose Personal Information about a Registrant for a purpose other than the Primary Purpose of collection where:

   i. The Personal Information consists of the contact details of a person connected to a Registrar, internet service provider, internet service reseller, or persons connected thereto, such as directors, managers or other points of contact;

   ii. The Registrant has consented to such use or disclosure; or

   iii. The Registry believes in its sole judgment that the use or disclosure is necessary:

      1) To lessen or prevent a serious and imminent threat to an individual's life, health, or safety; or

      2) To lessen or prevent a serious threat to public health or public safety; or

      3) Because the Registry has reason to suspect that unlawful activity or a violation of the any of the Registry's Policies has been, is being, or may be engaged in, and uses or discloses the Personal Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons (including parties affected by that violation) or authorities; or

      4) Because the use or disclosure is required or authorized by or under law, rule or regulation; or

      5) Because the Registry believes that the use or disclosure is necessary for one or more of the following, by or on behalf of an enforcement body:

         a) The prevention, detection, investigation, prosecution, or punishment of criminal offences, breaches of a law imposing a penalty or sanction, or breaches of a prescribed law;

         b) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal; or

      6) As ordered by a dispute resolution provider in connection with a Uniform Domain Name Dispute Resolution Policy (UDRP) or Universal Rapid Suspension (URS) proceeding, as mandated by ICANN.

      7) For any other legal purpose.

b. Nothing in this Section 6 "Use and Disclosure" requires the Registry to disclose any Personal Information; the Registry is always entitled not to disclose Personal Information in the absence of a legal or regulatory obligation to disclose it.

c. The Registry may also be subject to the requirements of present, and any future, policy dealing with cross-border data flows if it transfers Personal Information to a person or entity in a foreign country situated outside of the European Economic Association (EEA).

d. The Registry maintains and uses servers in diverse locations internationally, necessitating transfer of data, including Personal Information, between servers and data networks.

7. Data Quality

a. The Registry may—but is not obligated to—take steps to make sure that the Personal Information it collects, uses or discloses is accurate, complete, and up-to-date. This may include active email, SMS, or phone communication from the Registry to the Registrant that bypasses the sponsoring Registrar.

8. Data Security

a. The Registry shall take the steps required by ICANN, and the laws of the Republic of Ireland the European Union to protect the Personal Information it holds from misuse and loss and from unauthorized access, modification, or disclosure to the extent required by law.

9. Openness

a. This Privacy & Whois Policy sets out the Registry's policies concerning its management of Personal Information. The Registry shall make this document available to anyone who asks for it and on its website.

10. Access and Correction

a. If the Registry holds Personal Information about a Registrant, it shall provide that Registrant with access to such information upon receipt of written request by the Registrant, except to the extent that the Registry believes in its sole discretion:

i. In the case of Personal Information, providing access may pose a serious and imminent threat to the life or health of any individual; or

ii. Providing access may have an unreasonable impact upon the privacy of other individuals; or

iii. The request for access is frivolous or vexatious; or

iv. The information relates to existing or anticipated legal proceedings and the information would not be accessible by the process of discovery in those proceedings; or

v. Providing access may be unlawful; or

vi. Denying access may be required or authorized by or under law, rule or regulation, including, but not limited to, the order of any court having appropriate jurisdiction; or

vii. Providing access may prejudice an investigation of possibly unlawful activity; or

viii. Providing access may prejudice:

1) The prevention, detection, investigation, prosecution or punishment of criminal offences, or other breaches of law; or

2) The preparation for, or conduct of, proceedings before any court or tribunal, or implementation of its orders; or

3) A law enforcement body or relevant internet security organisation performing a lawful security function requests that the Registry not provide access to the information on the basis that providing access would be likely to cause harm.

b. The Registry shall not in any event be under any obligation to disclose DNS Zone Files, payment logs, email archives, or data backups to any party, except as required by ICANN, law, or court order.

c. Where providing access would reveal evaluative information generated within the Registry in connection with a commercially sensitive decision-making process, the Registry may give the Registrant an explanation for the commercially sensitive decision rather than access to the information.

d. If the Registry holds Personal Information about a Registrant and the Registrant is able to establish that the information is not accurate, complete, and up-to-date, upon notice of such fact from the Registrant, the Registry shall take reasonable steps to correct the information so that it is accurate, complete, and up-to-date as requested by the Registrant, except where the data is contained in an historical record or archive.

11. Review of Policy

The Registry reserves the right to review or revise this Privacy & Whois Policy at its sole discretion at any time and from time to time, including to maintain compliance with ICANN Consensus Policy or other applicable law or regulation; Registrants who have provided their Personal Information

to the Registry are deemed to acknowledge and be bound by this Privacy & Whois Policy and any changes made to it.

The current version of the Privacy & Whois Policy will made available on the Registry website. It applies to any domain name registered in the TLD, no matter when or how registered, renewed, or transferred. Where a Registrant licenses or leases the domain name or any sub-domain names obtained under these Registry Policies, the Registry and the sponsoring Registrar shall hold the Registrant solely liable for activity in the domain name and in any sub-domain, if applicable.

Registry – Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is dated as of the date signed ("Effective Date") by and between Minds + Machines Group Limited (f/k/a Top Level Domain Holdings Limited), or its successor registry (the "Registry"), and the Registrar ("Registrar"). The Registrar may be referred to individually as a "Party" and collectively as the "Parties."

This Registry-Registrar Agreement is part of the Registry Policies, the policies adapted and revised or amended from time to time by the Registry as posted on the Registry Website, which form a cohesive framework and must be read in conjunction with one another, including the Overview and Definitions, Naming Policy, Acceptable Use Policy, Registrant Agreement, and the Privacy & Whois Policy. These documents, which include by reference applicable agreements, policies, laws, and regulations, represent the entirety of the obligations and responsibilities with regard to any domain name registration, application, or attempt to register or apply.

WHEREAS, multiple Registrars may provide internet domain name registration services for this TLD for which the Registry operates and maintains a multiple registrar Shared Registry System (SRS);

WHEREAS, the Registrar wishes to register domain names in the SRS for this TLD.

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, the Registry and the Registrar, intending to be legally bound, hereby agree as follows:

1. Definitions

In addition to the definitions found in the Registry Policies, the following terms are used in this Registry–Registrar Agreement have the following meaning;

a. "Confidential Information" means all information and materials including, without limitation: computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party unless otherwise marked or identified as non-confidential.

b. "Inter-Registrar Transfer Policy" refers to ICANN's Inter-Registrar Transfer Policy, as may be amended from time to time, and is incorporated by reference herein.

c. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the application programming interface (API), and software, collectively.

d. "Registered Name" refers to a domain name within the domain of the TLD, for which the Registry maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it may not appear in a TLD zone file (e.g., a registered but inactive name).

e. "Supported Protocol" means the Registry's implementation of EPP, or any successor protocols, supported by the SRS.

2. Obligations of the Parties

a. SRS Operation and Access. Throughout the Term of this Agreement, the Registry shall operate the SRS and provide the Registrar with access to the SRS to transmit domain name registration information for the .购物 / xn--g2xx48c TLD to the SRS. Nothing in this Agreement entitles the Registrar to, and the Registrar has no right to, enforce any agreement between the Registry and ICANN.

b. Maintenance of Registrations Sponsored by the Registrar. Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements including, without limitation, those authorized by ICANN, each as may be amended from time to time, the Registry shall maintain the registrations of Registered Names sponsored by the Registrar in the system during the term of the domain name registration.

c. Access to the SRS. Subject to the Registrar's successful completion of testing required by the Registry, the Registry will provide full access to the SRS for the .购物 / xn--g2xx48c TLD. The Registry shall make available to the Registrar: (i) an operational testing environment where Registrars may test the SRS; (ii) following the Registry's certification, at its sole discretion, that the Registrar has successfully completed the testing required by the Registry, the Registry will provide full documentation of the Supported Protocol, APIs to the Supported Protocol with documentation, and Registrar toolkits that will allow the Registrar to connect via EPP to the SRS to register second-level domain names through the SRS for the .购物 / xn--g2xx48c TLD. If the Registry elects to modify or upgrade the APIs and/or Supported Protocol, the Registry shall provide updated APIs to the Supported Protocol with documentation to the Registrar promptly as such updates become available. The Registry will provide 90 days' notice to Registrar to implement the API and/or Supported Protocol updates and changes, except for routine configuration, maintenance, and software and hardware updates in the normal course of business, or for disaster recovery or other measures necessary to protect the security and stability of the registry, or in circumstances where a regulatory body (e.g. ICANN) or law enforcement mandates registry operators to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.

d. <u>Registrar Responsibility for Customer Support.</u> The Registrar shall provide Registrants with customer service and support for the registration, cancellation, modification, renewal, deletion, or transfer of Registered Names, domain name record support, billing, and technical support. The Registrar shall, consistent with ICANN policies, provide to Registrants emergency contact or 24/7 support information for critical situations such as domain name hijacking.

e. <u>Data Submission Requirements.</u> As part of its registration and sponsorship of Registered Names in the TLD(s), the Registrar shall submit complete data as required by the technical specifications of the SRS that are made available to the Registrar from time to time. The Registrar shall submit any corrections or updates from a Registrant relating to the registration information for a Registered Name to the Registry in a timely manner.

f. <u>License.</u> The Registrar grants the Registry a non-exclusive, royalty-free, non-transferable, worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, the identity of the registering Registrar, and other data required or permitted by the technical specifications of the SRS, as made available to the Registrar by the Registry from time to time or as required by ICANN for propagation and the provision of authorized access to the TLD zone files, or as otherwise required or permitted by a Registry's Registry Agreement with ICANN concerning the operation of the TLD, as may be amended from time to time.

g. <u>Registrar's Registration Agreement and Domain Name Dispute Policy.</u> The Registrar shall have in effect an electronic or paper registration agreement with each Registrant, which may be amended from time to time by the Registrar, which shall at all times include, subject to applicable law, the terms of the Registrant Agreement and Registry Policies included above, especially with regard to those terms that are required by ICANN. The Registrar shall provide the Registry with a copy of the Registrar's registration agreement upon request. The Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with the Registrar's obligations to the Registry under this Agreement. The Registrar shall employ in its domain name registration agreement a requirement for registrants to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), and the Inter-Registrar Transfer Policy, each in their most recent form and each as may be amended from time to time. In its registration agreement with each Registrant, the Registrar shall require such Registrant to:

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

required by a URS, UDRP, or court proceeding; or (4) for the non-payment of fees to the Registry; and

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

h.   <u>URS High-Level Technical Requirements.</u> In addition to any other requirement under the URS, the 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 the Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).

i.   <u>Secure Connection.</u> The Registrar agrees to develop and employ in its domain name registration business all necessary technology, procedures, processes, and restrictions to ensure that its connection to the SRS is secure. All data exchanged between the Registrar's system and the SRS shall be protected to avoid unintended disclosure of information. The Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited advertising or solicitations to persons or entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited the Registrar, except as reasonably necessary to register domain names or modify existing registrations.

Each EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. The Registrar agrees to authenticate every EPP client connection with the SRS using both (i) a server certificate issued by a commercial Certification Authority to be chosen by the Registrar, subject to Registry's agreement, which agreement shall not be unreasonably withheld and (ii) its Registrar password, which it shall disclose only to its employees with a need to know. The Registrar agrees to notify the Registry within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

Additionally, the Registrar must ensure that access to registrant accounts is adequately protected by, at a minimum, a secure log-in process that requires username and password

authentication and the Registrar must comply with all other security-related ICANN Registrar accreditation requirements.

Upon prior written notification to the Registrar, the Registry may require other industry standard security provisions, practices, or technology to ensure that the Registry System is secure and stable, which the Registry may adopt from time to time in its sole and complete discretion. In the event that the Registrar does not comply with the Registry standards, the Registry will provide the Registrar a 30-day notice to inform the Registrar of the need to either correct non-compliance or agree on a mutually acceptable plan with Registry to correct non-compliance, and the time period in which such plan must be completed. Failure to meet the standards at the end of the agreed period will constitute a material breach of the agreement. The Registry's failure at any time to declare a material breach does not constitute a waiver of its right to do so in the future.

i.   <u>Handling of Personal information.</u> The Registry shall notify the Registrar of the purposes for which Personal Information submitted to the Registry by the Registrar is collected, the intended recipients (or categories of recipients) of such Personal Information, and the mechanism for access to and correction of such Personal Information. The Registry shall take all steps required by applicable laws, rules, and regulations to protect Personal Information from loss, misuse, unauthorized disclosure, alteration or destruction. The Registry shall not use or authorize the use of Personal Information in a way that is incompatible with the notice provided to the Registrars or applicable laws, rules, and regulations. The Registry may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal information and provided that such use is compatible with the notice provided to the Registrars regarding the purpose and procedures for such use.

ii. <u>Authorization Codes.</u> The Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. The Registry in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring Registrar of such modifications via EPP compliant mechanisms (i.e., EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to the Registrar by the Registry. The Registrar shall provide the Registrant with timely access to the authorization code along with the ability to modify the authorization code; the Registrar shall respond to any inquiry by a Registrant regarding access to and/or modification of an authorization code within five (5) calendar days.

j.   <u>Domain Name Lookup Capability.</u> The Registrar agrees to employ in its domain name registration business the Registry's domain directory service (Whois) registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration. The Registrar also agrees, at its expense, to provide an interactive web page and a port 43 Whois service, subject to compliance with ICANN

requirements, providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by the Registrar for the TLD. The data accessible shall consist of elements that are designated from time to time according to an ICANN-adopted specification or policy or the Registrar Accreditation Agreement between the Registrar and ICANN.

k. <u>Transfer of Sponsorship of Registrations.</u> The Registrar agrees to implement transfers of Registered Name registrations from another Registrar to the Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy as may be amended from time to time by ICANN.

l. <u>Time.</u> The Registrar agrees that, 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.

m. <u>Compliance with Operational Requirements.</u> The Registrar shall comply with each of the following requirements, as may be in effect from time to time, and, further, shall include in its registration agreement with each Registrant an obligation for such Registrant to comply with each of the following requirements:

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

   ii. Operational standards, policies, procedures, and practices for the TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars ("Operational Requirements"), including affiliates of the Registry, and consistent with the Registry's Registry Agreement with ICANN, as applicable, upon the Registry's notification to the Registrar of the establishment of those terms and conditions upon 90-day notice, except in circumstances where a regulatory body (e.g. ICANN) or law enforcement mandates registries to meet shorter deadlines, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes.

n. <u>Resolution of Technical Problems or Breach of Agreement.</u> The Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol, the APIs, and the Registry's SRS in conjunction with the Registrar's systems. The Registrar agrees that, in the event of significant degradation of the SRS or other emergency, or upon the Registrar's violation of the Registry operational requirements or breach of this Agreement, the Registry may, in its sole discretion, temporarily suspend or restrict access to the SRS. Such temporary suspensions or restrictions shall be applied in a non-arbitrary manner and shall be applied non-discriminatorily to any Registrar similarly situated, including affiliates of the Registry.

o. <u>Prohibited Domain Name Registrations.</u> In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, the Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered, as well as the Registry's Acceptable Use Policy and Naming Policy, as may be amended from time to time by the Registry at its sole discretion.

p. <u>ICANN Requirements.</u> The Registry's obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and ICANN Consensus Policies. Notwithstanding anything in this Agreement to the contrary, the Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

q. <u>Accredited Registrar.</u> During the term of this Agreement, the Registrar shall maintain in full force and effect its accreditation by ICANN as a Registrar for the TLD under the 2013 Registrar Accreditation Agreement or any subsequent version thereof. Failure to maintain such accreditation shall constitute a material breach of this Agreement

3. License

a. <u>License Grant.</u> Subject to the terms and conditions of this Agreement, the Registry hereby grants the Registrar and the Registrar accepts a non-exclusive, royalty-free, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable the Registrar to register domain names in the TLD with the Registry on behalf of its Registrants. The Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the SRS: (i) check the availability of a domain name, (ii) register a domain name, (iii) renew a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another Registrar to itself with proper authorization (or vice versa), (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

b. <u>Limitations on Use.</u> Notwithstanding any other provisions in this Agreement, except with the prior written consent of the Registry, the Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than the Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of the Registrar for use in the Registrar's domain name registration business, (iii) decompile, reverse engineer, copy, or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of the laws of the Republic of Ireland, or for any unlawful purpose. The Registrar agrees to employ the necessary

measures to prevent its access to the SRS granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than the Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the SRS of the Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

c. <u>Changes to Licensed Materials.</u> The Registry may from time to time replace or make modifications to the Licensed Product licensed hereunder, at its sole discretion, provided that the Registry provides 90 days' notice to the Registrar to implement material changes that alter the functionality of the Licensed Product, except in circumstances where a regulatory body (e.g., ICANN) or law enforcement agency mandates registries to meet shorter deadline, in which case the Registrar will work with the Registry to agree on an appropriate date to implement such changes. For the avoidance of doubt, design or usability improvements to the web interface to Espresso shall not be considered material changes.

4. Support Services

a. <u>Engineering Support.</u> The Registry agrees to make available to the Registrar with reasonable Registrar Liaison telephone support (between the hours of 9ᴀᴍ and 5ᴘᴍ UTC or at such other times as may be mutually agreed upon) to address issues arising in connection with the Registrar's use of the SRS.

b. <u>Customer Service Support.</u> During the Term of this Agreement, the Registry will make customer service support available to the Registrar only, and not to Registrants or prospective customers of the Registrar, at the service levels set by ICANN, for nontechnical issues solely relating to the SRS and its operation. The Registry may make additional levels of customer service support available to the Registrar at its sole discretion. The Registry will provide the Registrar with a telephone number and email address for such support during implementation of the Licensed Product. First-level telephone support will be available on a 7-day/24-hour basis.

5. Fees

a. <u>Registration Fees.</u>

i. The Registrar agrees to pay the Registry all non-refundable fees for initial and renewal registrations and other services provided by the Registry (collectively, the "Registration Fees").

ii. The Registry reserves the right to adjust Standard and Premium domain name Registration Fees, within certain notification periods as listed below

Fee Adjustment Event	Notification Period
1) Standard and premium tier level price changes*:	
A) For all unregistered domains: increase or decrease to a standard or premium tier level rate i.e., for new (domain:create), renewal, transfer, or redemption transactions	45 days**
B) For all registered domains: renewal rate decrease (domain:renew)	60 days
C) For all registered domains: renewal rate increase (domain:renew)	180 days
2) A subset of domains within a tier:	
A) A tier assignment increase or decrease for unregistered domains: i.e., the moving of a subset of unregistered domains from one tier to another tier	30 days
B) A tier assignment decrease for registered domains: i.e., the movement of a subset of registered domains to a lower priced tier for renewal	30 days
C) A tier assignment increase for registered domains: i.e., the movement of a subset of registered domains to a higher renewal priced tier	180 days
3) Reserved domains change of status	
	45 days

A) Change of unpriced reserved domains to priced (available or reserved)	
B) Change of priced reserved domains to available	30 days
C) Sale of reserved domain (priced or unpriced) to a buyer	24 hours

    * for the avoidance of doubt, a standard or premium tier level change relates to all domains (i.e., registered or unregistered) within a specific level/tier rate such as the standard rate or a premium tiered rate.

    ** Registry will provide a 60-day notification if change will impact 6 or more TLDs simultaneously

iii. Administrative adjustments: if the registry makes a pricing error on a subset of unregistered domains, the registry will first reserve the mispriced, unregistered domains and will re-release with correct pricing after a 30-day notice period (3B).

iv. Any such notice may be by email, hand, registered mail, courier or express delivery service, or may be posted to the Registry's website.

v. All Registration Fees are due within thirty (30) days of the invoice date. The Registrar may be required to fund a Registrar Payment Account ("RPA") with the Registry from which its Registration Fees for any transaction will be debited immediately and to which credits, if any, due the Registrar will be refunded. In the event that the Registrar's RPA does not have sufficient funds to immediately pay a Registration Fee, then the Registry may, at its sole discretion, suspend the Registrar and registrations will not be accepted until the Registrar's RPA is replenished with sufficient funds to pay the Registration Fees for its submitted transactions. Credit may be granted in the Registry's sole discretion.

vi. The Registration Fees due under this Agreement are exclusive of tax. All taxes, duties, fees, and other governmental charges of any kind (including sales, turnover, service, use and value-added taxes, but excluding taxes based on the net income of the Registry) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software, and/or hardware shall be borne by the Registrar and shall not be considered a part of, a deduction from, or an offset against such Registration Fees. All payments due to the Registry shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by law, in which case, the sum payable by the Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, the

Registry receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

b. Change in Registrar Sponsoring Domain Name. The Registrar may assume sponsorship of a Registrant's existing domain name registration from another Registrar by following the Inter-Registrar Transfer Policy.

   i.   For each transfer of the sponsorship of a domain-name registration under the Inter-Registrar Transfer Policy, the Registrar agrees to pay the Registry the renewal registration fee associated with a one-year extension, as set forth above. The losing Registrar's Registration Fees will not be refunded as a result of any such transfer. The Registry reserves the right to charge transfer and other fees, as appropriate, with 180 days' written notice; or

   ii. For a transfer approved by ICANN under the Inter-Registrar Transfer Policy, the Registrar agrees to pay the Registry the equivalent of a one-year registration fee for each domain-name transferred.

c. Charges for ICANN Fees. The Registry will immediately debit the Registrar's RPA or account for any variable registry-level fees paid or to be paid by the Registry to ICANN relating to the Registrar and the Registrar's transactions. The fee will consist of two components; each component will be calculated by ICANN for each Registrar:

   i.   The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

   ii. The per-Registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

d. Non-Payment of Fees. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that the Registrar fails to adequately fund its RPA or fails to pay its Registration Fees in a timely manner, the Registry will issue a 15-day notice to the Registrar requesting the payment for all outstanding invoices. If, by the end of the notice period, all invoices remain unpaid, the Registry may, at its sole discretion:

   i.   stop accepting new or renewal registrations from the Registrar;

   ii. delete the domain names associated with invoices not paid in full from the Registry database;

iii. give written notice of termination of this Agreement pursuant to Section 6(a)(ii) (Miscellaneous: Term of Agreement and Termination: Termination for Cause) below; and/or

iv. pursue any other remedy under this Agreement.

6. Miscellaneous

a. <u>Term of Agreement and Termination.</u>

i. <u>Term of the Agreement; Revisions.</u> The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, the Registrar elects not to renew, or the Registry ceases to operate the registry for the TLD. In the event that revisions to the Registry's Registry-Registrar Agreement are approved or adopted by ICANN, the Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or the Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to the Registry; provided, however, that in the event the Registry does not receive such executed amendment or notice of termination from the Registrar within such thirty (30) day period of the date of the notice, the Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

ii. <u>Termination for Cause.</u> In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

iii. <u>Termination at Option of Registrar.</u> The Registrar may terminate this Agreement at any time by giving the Registry thirty (30) days prior written notice of termination.

iv. <u>Termination Upon Loss of Registrar's Accreditation.</u> This Agreement shall terminate immediately in the event that the Registrar's accreditation by ICANN, or its successor, is terminated or expires without renewal.

v. <u>Termination in the Event that Successor Registry Operator is Named.</u> This Agreement shall terminate in the event that ICANN, as appropriate, designates another entity to operate the registry for the TLD.

vi. <u>Termination in the Event of Bankruptcy.</u> Registry may terminate this Agreement if the Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against the Registrar seeking relief, reorganization, or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator, or trustee of the Registrar's property or assets or the liquidation, dissolution, or winding up of the Registrar's business.

v. <u>Effect of Termination.</u> Upon expiration or termination of this Agreement, the Registry will, to the extent it has the authority to do so, complete the registration of all domain names processed by the Registrar prior to the date of such expiration or termination, provided that the Registrar's payments to the Registry for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, the Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed Registrar(s) of the Registry, in compliance with Part B of the Inter-Registrar Transfer Policy, or any other procedures established or approved by ICANN, and (ii) either return to the Registry or certify to the Registry the destruction of all data, software, documentation, and Confidential Information it has received under this Agreement. In the event of termination, the Registry reserves the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrants to other ICANN-accredited Registrars. All fees owing to the Registry shall be immediately due and payable.

vi. <u>Survival.</u> In the event of termination of this Agreement, the following sections shall survive: (i) License; the Registrar's Registration Agreement and Domain Name Dispute Policy; Indemnification Required of Registrants; Effect of Termination; No Third Party Beneficiaries, Relationship of the Parties; Attorneys' Fees; Dispute Resolution, Choice of Law, Venue; Use of Confidential Information; Limitation of Liability; Construction; Intellectual Property; and Indemnification; (ii) the Registrant's obligations to indemnify, defend, and hold harmless the Registry, as stated in Section 2 (g) (ii); and (iii) the Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms, but each Party shall be liable for any damage arising from any breach by it of this Agreement.

b. <u>No Third-Party Beneficiaries, Relationship of the Parties.</u> This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registrant, with any remedy, claim, cause of action, or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

c. Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

d. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

e. Amendment in Writing. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties, except that Schedules may be amended by the Registry from time to time, subject to Registration Fees adjustment notices as per Section 5(a)(ii). Any new services approved by ICANN and purchased by the Registrar will be subject to such terms and conditions as may be established by the Registry through an appendix to this Agreement executed by the Registrar and the Registry.

f. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

g. Dispute Resolution, Choice of Law, Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement shall be exclusively governed by and construed in accordance with the laws of the Republic of Ireland applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrar hereby irrevocably consents to the exclusive personal jurisdiction of the courts of the Republic of Ireland, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the TLD, this Agreement, or the Registry policies. The exclusive venue for such action shall be the courts of the Republic of Ireland. The Registrar waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrar waives any statutory or other right pursuant to the laws of the jurisdiction in which the Registrar resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction.

h. Notices. 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, by courier or express delivery service, by email or by fax during business hours) to the address or fax number

set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar: Registrar to provide appropriate contact information under separate cover.

if to the Registry:

Registry Name: Minds + Machines Group Limited
Attention: Notices
Physical Address: PO Box 9134
City, State Postal: Seattle, WA 98109
Telephone Number: +1 206 445-0365
legal@mmx.co

with a copy to:

MMX.CO
220 West Mercer Street, Suite 250
Seattle WA 98119
legal@mmx.co

i. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. The Registrar may not assign, sublicense, or transfer this Agreement to any third party without the prior written consent of the Registry. The Registry may assign its rights or obligations under this Agreement to an affiliate without the consent of the Registrar.

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

k. 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 Confidential Information disclosed hereunder are subject to the following terms and conditions:

   i. 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.

ii. The Receiving Party shall make no disclosures whatsoever of any Confidential Information 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 terms of this Confidentiality Agreement.

iii. 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.

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

v. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

vi. Notwithstanding the foregoing, this Subsection 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 required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

l. Delays or Omissions; Waivers. No failure on the part of either Party to exercise any power, right, privilege, or remedy under this Agreement, and no delay on the part of either Party

in exercising any power, right, privilege, or remedy under this Agreement, shall operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise or waiver of any such power, right, privilege, or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege, or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

m. LIMITATION OF LIABILITY. IN NO EVENT WILL THE REGISTRY BE LIABLE TO THE REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE REGISTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (I) THE TOTAL AMOUNT PAID TO REGTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD, OR (ii) €500,000.

n. Construction. 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.

o. Intellectual Property. Subject to Section 2(f) ("License") above, 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.

p. Representations and Warranties.

    i. Registrar. The Registrar represents and warrants that: (1) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized; (2) it has all requisite corporate power and authority to execute, deliver, be bound by, and perform its obligations under this Agreement; (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor; (4) the execution, performance and delivery of this Agreement has been duly authorized by the Registrar; and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by the Registrar in order for it to enter into and perform its obligations under this Agreement.

    ii. The Registry. The Registry represents and warrants that: (1) it is a limited liability company duly organized, validly existing and in good standing under the laws of the British Virgin Islands; (2) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement; (3) the execution,

performance, and delivery of this Agreement has been duly authorized by the Registry; and (4) no further approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by the Registry in order for it to enter into and perform its obligations under this Agreement.

iii. <u>DISCLAIMER OF WARRANTIES.</u> THE EPP, APIS, SOFTWARE, AND DATA ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. THE REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE EPP, APIS, OR SOFTWARE WILL MEET THE REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE EPP, APIS, OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIS, DATA, OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, THE REGISTRY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIS, SOFTWARE, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIS, SOFTWARE, OR DOCUMENTATION PROVE DEFECTIVE, THE REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF THE REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

q. <u>Indemnification.</u> The Registrar, at its own expense and within thirty (30) days of presentation of a demand by the Registry under this paragraph, will indemnify and hold harmless the Registry and its employees, directors, officers, representatives, affiliates, delegees, shareholders, agents, successors, and/or assigns, against any claim, suit, action, or other proceeding brought against the Registry or any affiliate of the Registry based on or arising from any claim or alleged claim (i) relating to any product or service of the Registrar; (ii) relating to any agreement, including the Registrar's dispute policy, with any Registrant of the Registrar; or (iii) relating to the Registrar's domain name registration business, including, but not limited to, the Registrar's advertising, domain name application process, systems, and other processes, fees charged, billing practices, and customer service; provided, however, that in any such case: (a) the Registry provides the Registrar with prompt notice of any such claim, and (b) upon the Registrar's written request, the Registry will provide to the Registrar all available information and assistance reasonably necessary for the Registrar to defend such claim, provided that the Registrar reimburses the Registry for its actual and reasonable costs and expenses. The Registrar will not enter into any settlement or compromise of any such indemnifiable claim without the Registry's prior written consent, which consent shall not be unreasonably withheld. The Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Registry in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

r. <u>Entire Agreement; Severability.</u> This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below.

for Registry by: for Registrar by:

_____   _____
Name   Company Name

_____   _____
Title   Name

_____   _____
Date   Title

_____   _____
Signature   Date

                                                    _____
                                                    IANA Number

Please note that the Registry may amend or modify these policies and documents from time to time in order to comply with applicable laws and terms and conditions set forth by ICANN and/or the Registry. Any revisions or modifications to this xn--g2xx48c Launch Phase Policies shall be effective immediately upon the posting of such revisions or modifications on the Registry's website and such amendments shall be binding upon the Domain Name Registrant.

The background for the present policy is the orderly, fair and technically organized allocation of xn--g2xx48c Domain Names to individuals and legal persons ("Applicants" or "Registrant") in accordance with this policy and the other integral parts of the contract. The other integral parts of the contract (also "Registry Policies") are:

- The Overview, including Definitions;
- The Naming Policy;
- The Acceptable Use Policy (AUP);
- The Registrant Agreement;
- The Privacy & whois Policies;
- The Registry-Registrar Agreement; and
- The xn--g2xx48c Launch Phase Policies, which describes the timing and other factors related to various selling periods for specific constituencies (i.e., this document)

In the event of conflicting and/or contradictory provisions in other integral parts of the contract agreed between the Registrant and their Registrar or reseller, the rules in the above paragraph have priority. Obligations of the Registrant arising from the above policies shall apply mutatis mutandis to the Applicant.

Applicants are notified that application for registration of a specific Domain Name does not necessarily result in actual registration of the desired Domain Name. Contractual rights and privileges only enter into force with actual registration by the Applicant, who is a Domain Name Registrant from the time of actual registration, and their chosen Registrar. In the event of successful application, this Registrar is the sole contact for all the Registrant's contractual questions for the full term of the domain contract.

The following phases are currently planned:

Phase	Date	Time
Sunrise Starts	20 APR 2018	16:00 UTC
Sunrise Ends	19 JUN 2018	16:00 UTC
General Availability (GA)	21 JUN 2018	16:00 UTC
Trademark Claims Start	21 JUN 2018	16:00 UTC
Trademark Claims End	19 SEP 2018	16:00 UTC

1. General provisions

Registrations submitted during the various phases must specifically meet the requirements of the Registry Policies unless there are deviating provisions in the present policy.

The following provisions apply to all registrations submitted to the Registry during Sunrise phase.

2. Parties to the application, application procedure, costs

Sunrise Registrations must be made through an ICANN-accredited Registrar that has signed the xn--g2xx48c Registry-Registrar Agreement with the Registry for all phases. The fees to be paid by the Applicant in the relevant phases may be found on the respective websites of the relevant Registrars.

3. Trademark Clearinghouse

During the Sunrise period, mark rights which are the basis for registration of a specific Domain Name must be validated before actual registration. Applicants must have marks and other rights previously validated by the Trademark Clearinghouse ("TMCH"). The TMCH is a service independent of the Registry. Word marks and image marks which have a predominantly and clearly recognizable text element are accepted here for validation. The current validation guidelines of the TMCH can be found at www.trademark-clearingouse.org.

The Registry is not obliged to offer any advice on this.

4. Trademark Claims Service

The Registry is obliged to support the Trademark Claims Service. This means that a Registrant who tries to register a Domain Name identical with a mark deposited in the Trademark Clearinghouse will receive an automatic notification via the Registrar. This notification contains more details on the mark involved, the classes of goods and services protected by the mark, and the territorial area of protection of the mark.

Registration of the Domain Name involved can only be completed if the Registrant explicitly confirms receipt of the notification that the requested Domain Name does not infringe any mark rights.

The Registrant is further notified that the holder of the mark right involved is being informed of the registration.

5. Registry Rights

The Registry is entitled to reject a registration at any time:

- if the registration clearly does not meet the requirements of the present policy, or
- if the Domain Name is already registered, reserved or blocked, or
- if this is necessary to protect the integrity and stability of the Registry system and/or the operation and/or administration of the xn--g2xx48c TLD, or
- if this is required to ensure legal action by the Registry and/or comply with ICANN provisions and/or follow court or official rulings, or
- to avoid liability on the part of the Registry and the associated companies, managing directors, senior executives, staff and/or subcontractors.

6. Sunrise Period

a. The Sunrise Period is a limited-time opportunity for trademark holders who have entered their marks into the Trademark Clearinghouse database (TMCH) and who wish to register Domain Names in the xn--g2xx48c Top Level Domain ("TLD").

b. Trademark holders may apply for a domain name label that constitutes an "exact match" of their mark, in accordance with the Trademark Clearinghouse ("TMCH") domain name matching rules. The Registry will charge a Sunrise domain registration fee, for registration of domain names during Sunrise.

c. The Registry will offer an approximately sixty (60) day "Start Date Sunrise", in which domain names will be allocated on a First-Come, First-Served basis.

d. In addition to the eligibility requirements set forth in the xn--g2xx48c Registration Policy, the Registry will abide by all policies and procedures adopted by the TMCH. The TMCH will maintain Sunrise Eligibility Requirements (http://trademark-clearinghouse.com/content/who-can-apply), and validate and authenticate marks as applicable. The Registry will only allow trademark holders with a valid signed mark data (SMD) file issued by the TMCH to apply for and register exact match domain names.

7. Sunrise Dispute Resolution Policy

Domain Names which are registered during the Sunrise may be the subject of the complaint procedure described in the Sunrise Dispute Resolution Policy (also "SDRP"). For details, see the policy in question.

This does not affect other legal protection mechanisms described in or referred to in the Registry Policies and/or other dispute resolution procedures.

8. General Availability

The last phase describes the general availability of the Domain Names not already allocated during the preceding phases.

From this point, the Domain Names are registered in accordance with the Registry Policies on a "first come, first served" basis, unless reserved, blocked or premium names are concerned. Within the first 90 days from the start of general availability, the Registry will support the Trademark Claims Service as described above.