

.BABY (the Johnson & Johnson Services, Inc. Registry) – Terms and Conditions

In addition to your registration agreement, the Johnson & Johnson Services, Inc. Registry TLD Registry-Registrar Agreement (“RRA”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the terms set out here, the RRA terms shall prevail.

At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with each Registered Name Holder (“Registration Agreement”). Registrar shall obtain, from each Registered Name Holder, affirmative binding consent to the registration agreement prior to submission of registration information to JJSI, and each such registration agreement with Registered Name Holders shall include, without alteration, all terms and conditions set forth in JJSI’s Registry Policies that can be found on the Registry Website. Registrar may include in its Registration Agreements such other terms as Registrar may deem appropriate so long as the terms do not conflict with JJSI’s standards, policies, procedures, or practices, ICANN policies, or applicable law.

In its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry and Registry Service Provider, and their agents, subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder’s domain name application, domain name registration and the use thereof. The Registration Agreement shall further require this indemnification obligation survive the termination or expiration of the Registration Agreement.

In addition to the provisions already outlined in this Agreement, in its Registration Agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

- I. Consent to the collection, use, copying, distribution, publication, modification and other processing of the Registered Name Holder’s Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified herein, current ICANN policies, and with relevant mandatory local data protection, laws and privacy;
- II. Submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”), ICANN’s Uniform Rapid Suspension System (“URS”), Registry’s Sunrise Dispute Resolution Policy (“SDRP”), Registry’s Registrant Eligibility Dispute Resolution Policy (“REDRP”), and Registry’s Reserved Name Dispute Resolution Policy (“RNDRP”);
- III. Submit complete, accurate and reliable registration information for the Registered Name and to correct and update the registration information for the Registered Name during the registration term for the Registered Name;
- IV. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the QLP, Sunrise period and all LRPs, and further to acknowledge that Registry and Registry Service Provider have no liability of any kind for any loss or liability, and shall be indemnified and held harmless by the registrant from any claim, resulting from the proceedings and processes relating to the QLP, Sunrise period or any LRPs, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during

- these periods, (b) the results of any dispute over a Registered Name, and/or (c) the registration, use or non-use of a Registered Name by the registrant;
- V. Abstain from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activities contrary to applicable law;
 - VI. Acknowledge and agree that Registry reserves the right to deny, cancel, revoke, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, suspension or similar status, that it deems necessary, in its discretion: (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with any applicable Registry Policies and ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities described in Subsections 3.7.5 above; or (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute; Registry will provide Registrar notice of any cancelation, revocation, transfer or changes made to any registration by Registry not initiated by the Registrar. Registry will use best efforts to cause such notice to be provided via EPP command, knowing that is Registrar's preferred method of communication; and
 - VII. Submit to proceedings commenced under other dispute policies as set forth by Registry from time to time in the Registry Policies, including but not limited to processes for suspension of a domain name intellectual property rights holders, Internet engineering and security experts or other competent claimants for the purpose of upholding the security, stability and integrity of the .BABY TLD.

Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with, each of the following requirements:

- i) ICANN standards, policies, procedures, and practices for which JJSI has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- ii) Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by JJSI ("Operational Requirements"), and consistent with ICANN's standards, policies, procedures, and practices and JJSI's Registry Agreement with ICANN. Among JJSI's operational standards, policies, procedures, and practices are those set forth in the Registry Policies. Additional or revised JJSI operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by JJSI to Registrar.
- iii) Any and all applicable national, state or local law, regulation or court order in relation to its operations and registrations of the Registry TLD.
- iv) Refrain from representing to anyone that Registrar enjoys access to any of JJSI's Registry System that is superior to that of any other registrar accredited for the Registry TLD.

Effect of Termination.

Upon the expiration or termination of this Agreement for any reason:

- i) JJSI will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar with respect to the Registry TLD prior to the effective date of such expiration or termination, provided that Registrar's payments to JJSI for Fees are current and timely.
- ii) JJSI shall have the first right, but not the obligation, to transfer the sponsorship of Registered Name registrations to any affiliate of JJSI that is then accredited by ICANN as a registrar. If JJSI does not exercise the aforementioned transfer right, Registrar shall transfer its sponsorship of Registered Name registrations to another ICANN-accredited registrar of the Registry TLD, in compliance with the RAA and any policies and/or procedures established, mandated and/or approved by ICANN.
- iii) Registrar, as designated by JJSI, shall either return to JJSI or certify to JJSI the destruction of all Confidential Information in its possession or has received under this Agreement. In the event of termination, JJSI reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.
- iv) All fees owing to JJSI shall become immediately due and payable.

In the event of termination of this Agreement, the following shall survive: (i) Section 1 and Subsections 2.2, 2.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.11, 3.15, 5.1, 5.2, 6.1, 6.2, 7.1, 7.2, 8.3, 8.4, 9.2, 9.3.3, 9.5, 9.9, 9.10, 9.11, and 9.12; (ii) the Registered Name Holder's indemnification obligations under Section 3