

## **.BAR – Terms and Conditions**

In addition to your registration agreement, the .BAR 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.

1. Registrants must comply with all applicable laws.
2. Further and in particular, registrants agree to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
3. Registrants are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.
4. If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
5. Each registrant agrees to indemnify, defend and hold harmless the registry operator, CentralNic and their subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registrant's domain name registration. This indemnification obligation shall survive the termination or expiration of the registration agreement.
6. Each registrant shall comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, and practices for which the registry operator has monitoring responsibility in accordance with the registry agreement between the registry operator and ICANN for the Registry Agreement or other arrangement with ICANN; and
  - b. operational standards, policies, procedures, and practices for the .BAR TLD established from time to time by the registry operator in a non-arbitrary manner and applicable to all registrars, including affiliates of the registry operator, and consistent with ICANN's standards, policies, procedures, and practices and the registry operator's registry agreement with ICANN. Additional or revised registry operator operational standards, policies, procedures, and practices for the .BAR TLD shall be effective upon notice ninety (90) days prior notice by the registry operator to the registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the

registrar's registration agreement, the terms of this Agreement shall supersede those of the registrar's registration agreement.

7. Each registrant:

- a. consents to the use, copying, distribution, publication, modification and other processing of the registrant's Personal Data (as defined below) by the registry operator and its designees and agents in a manner consistent with the purposes specified pursuant to clause 7(a)(i) below, including data escrow requirements as determined by ICANN;
  - i. Data about identified or identifiable natural persons ("**Personal Data**") submitted to the registry by the registrar under this Agreement will be collected and used by the registry operator and or CentralNic for the purposes of providing Registry Services as defined in the registry agreements (including but not limited to publication of registration data in the directory services, also known as "Whois" or "RDDS") and for purposes of data escrow requirements. In addition:
    1. The registry operator shall not use or authorize the use of Personal Data in any way that is incompatible with such purposes.
    2. The registry operator will not assign the data to any third party. When required by ICANN, however, the registry operator may make Personal Data available to ICANN or the relevant government or law enforcement authorities for inspection. The registrar must obtain the express consent of each registrant of the TLDs for the collection and use of Personal Data described in this clause 7(a)(i).
    3. With respect to third-party individuals whose Personal Data is provided by the registrant to the system operated by the registry services provider for registered names in the TLD (the "**Registry System**"), the registrant must represent and guarantee that they have informed such third party individuals of the intended use by the registry operator of their Personal Data.
    4. The registry operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction.
    5. The registry operator shall not use or authorize the use of Personal Data in a way that is incompatible with the purposes of providing registry services. The registry operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data.
- b. agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**"), and submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("**URS**"), under ICANN's related rules; and
- c. agrees to correct and update the registration information for the registered name during the registration term for the registered name;

- d. when applicable, agrees to be bound by the terms and conditions of the initial launch of the .BAR TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearing house and any sunrise dispute resolution policy, and further to acknowledge that the registry operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute over a sunrise registration; and
  - e. acknowledges and agrees that the registry operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the registration agreement or (5) to correct mistakes made by the registry operator or any registrar in connection with a domain name registration. The registry operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. The registry operator will provide the registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by the registry operator (in respect of a domain sponsored by the registrar).
- 8.** The registrant agrees to provide to the registrar accurate and reliable contact details and promptly correct and update them during the term of the registered name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the registrant; name of authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; and the data elements listed below:
- a. The registry operator will provide the registrar access to registry zone files, which will be updated by the registry operator every twelve (12) hours. The registry operator will also provide a current list of all domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered. The registry operator will provide the registrar with a daily file that includes all registrar registered domains with renewal and redemption pricing, if different than the standard pricing.
- 9.** Each registrant agrees that the provision of inaccurate or unreliable information, or its failure promptly to update information provided to the registrar, shall constitute a material breach of the registrant's registration agreement with the registrar and will be a basis for cancellation of the registered name registration.