

.BIO and .SKI – Terms and Conditions

In addition to your registration agreement, the .BIO and .SKI 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. Registrar shall:

1.1. Provide support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names.

1.2. Provide customer service (including domain name record support) and billing and technical support to Registrant.

1.3. Facilitate Starting Dot communication with Registrant (e.g., for request(s) for additional information regarding compliance requirements or monitoring) as Starting Dot desires for performance or promotion of Registry Services or other services, in complying with Registry Policies or in complying with law enforcement or a court order.

2. In its registration agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless Starting Dot and its subcontractors, and also the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant’s domain name registration. The registration agreement shall further require that this indemnification obligation survives the termination or expiration of the registration agreement.

3. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registrant, as applicable, an obligation for such Registrant to comply with each of the following requirements:

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

3.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Starting Dot in a non-arbitrary manner and applicable to all registrars, including affiliates of Starting Dot, and consistent with ICANN’s standards, policies, procedures, and practices and Starting Dot’s Registry Agreement with ICANN. Additional or revised Starting Dot operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days prior written notice by Starting Dot to Registrar. 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.

4. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3 in its registration agreement with each Registrant, Registrar shall require such Registrant to:

4.1. Consent to the use, copying, distribution, publication, modification and other processing of Registrant’s Personal Data by Starting Dot and its designees and agents.

4.2. Submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension (“URS”), or any other dispute resolution mechanism imposed by ICANN and/or organized by Starting Dot;

4.3. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name, including Personal Data associated therewith;

4.4. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute

Resolution Policy, and further to acknowledge that Starting Dot has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, including, without limitation: (a) 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

4.5. Acknowledge and agree that Starting Dot 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 Starting Dot, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Starting Dot or any Registrar in connection with a domain name registration. Starting Dot also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

Appendix A

.BIO TLD DOMAIN NAME POLICY BACKGROUND

- 1.** The .BIO TLD (also designated as the .BIO domain), is a generic Top Level Domain, generally available to all Registrants, and among others, by actors in the fields of agriculture, food and farming.
- 2.** The purpose of this Domain Name Policy (“DNP”) is to identify and explain the mechanisms and procedures required for registering .BIO domain names.
- 3.** This DNP is to be read together with the .BIO Registration Agreement, and words and phrases used in this document shall have the same meaning attributed to them in the Registration Agreement unless otherwise specified or the context clearly otherwise requires.
- 4.** The International Federation of Organic Agriculture Movements (“IFOAM”) is an official Partner of the .BIO Registry Operator. Hence, this DNP refers to the Principles of Organic Agriculture (“POA”) as formulated by the IFOAM (<http://www.ifoam.org/en/organiclandmarks/principles-organic-agriculture>).
- 5.** The Registry, which is Starting Dot Ltd, the Registry Operator administering the .BIO domain, shall modify this document from time to time, in order to comply with applicable laws and terms and/or any conditions set forth by ICANN. Any revisions or modifications to this DNP shall be effective thirty (30) days after the initial date of posting such revisions or modifications on the Registry’s website and such amendments shall be binding upon the domain name registrant.

USE OF THE .BIO DOMAIN

- 1. GENERAL ACCEPTABLE .BIO USE POLICY** - Any Registrant (i.e., the entity having registered a .BIO secondary level domain name, including the contact used when making the registration) that does not fall within the scope of section 2. of this DNP must commit not to undermine the POA.
- 2. ORGANIC AGRICULTURE COMPLIANCE MECHANISMS** - Specific terms of use apply to Registrant who are producers, transformers and retailers, or otherwise involved in the field of agriculture, food and farming when there is:

- A nexus with the European Union (i.e.: selling, exporting to or trading agricultural or food product in the European Union) or other relevant markets where the word “bio” may be used to refer to legally labeled and marketed organic, biological, ecological, biodynamic, or similarly named goods or intending to do so (“nexus with the European Union”); and
- No nexus with the European Union.

2.1. The Registrant who has no nexus with the European Union must commit to abiding by the POA.

2.2. The Registrant who has a nexus with the European Union must commit to abiding by both:

- The POA;
- The Council Regulation (EC) No 834/2007 of 28 June 2007 on organic production and labeling and its derived legislation, or any regulations in force in other relevant markets (the “E.C Regulations”).

2.3. For the best interest of the consumers and in order for the Registrant to demonstrate its commitment to the POA, it is recommended to the Registrant to copy and paste on the Registrant’s website homepage a label provided by the Registry on its website www.startingdot.com/bio/bio-trust-seal/ (the “the BIO Trust Seal”) that has a permanent html link to a web page hosted by the Registrant providing the following:

- An introduction title demonstrating the Registrant’s commitment to the .BIO DNP, such as “(Domain Name) Commitment To .Bio Domain Name Policy”;
- An html link to .BIO DNP (www.startingdot.com/bio/policies/);
- An html link pointing to the original text of the POA (<http://www.ifoam.org/en/organic-landmarks/principles-organicagriculture/>);
- The Registry point of contact for claims and complaints, which is provided by section 5.3.2 of this DNP; and
- Information for consumers and internet users relative to the Registrant’s implementation of relevant regulations as mentioned above, including but not limited to, the reference of the certification agency(ies) certifying the Registrant’s products and a list of the products certified by such certification agency(ies).

3. THE .BIO POLICY ADVISORY COMMITTEE (THE “BIOPAC”) - The implementation and ex-post control of the .BIO domain use shall be supervised by the BIOPAC, which is chaired by the IFOAM.

3.1. The Registry shall manage the ex-post control of the .BIO domain by verifying:

- The presence of the mandatory web page and comparing the information contained on such page with the other contents on the related website;
- The absence of any attempt from the Registrant to promote or sell non-organic products under the umbrella of other products compliant with the E.C Regulation; and
- The use of the BIO Trust Seal by the Registrant.

4. ACCEPTABLE AND PROHIBITED ACTIONS - All Registrant must act responsibly in their use of any .BIO domain or website hosted on any .BIO domain.

4.2. The Registrant undertakes to register any labels (i.e., individual words or characters to the left of the dot of the .BIO top-level domain) that are in accordance with:

- This Domain Name Policy;
- ICANN rules and regulations; and
- Statutory provisions of the European Union countries or the statutory provisions of his place of residence or its place of incorporation.

4.3. The Registrant undertakes not to register any labels that:

- Violate ethical or criminal law principles (included, but not limited to, abusive, illegal, violent, racist, obscene, ethnically offensive, harmful to minor, offensive terms, terms that violate morality and public order);
 - Violate the rights of others;
 - Violate the POA (e.g.: names related to human rights abuses and to organic agriculture principles violation such as <gmo.bio>, <fertilizers.bio> or <pesticides.bi>);
 - Are abusive, speculative or with an anti-competitive purpose; and
 - Plagiarize public body or their affiliates domain names, content or services
- 4.4.** Third Level registrations of .BIO labels are not supported by the Registry.
- 4.5.** The Registry will not tolerate neither a violation of this DNP in registration of a label nor that such content is found on a website hosted on a .BIO domain.
- 4.6.** The Registry reserves the right, in its sole discretion and without notice to any other party, to take appropriate actions (whether administrative, operational or otherwise) to:

- Protect the integrity and stability of the Registry;
- Comply with any applicable laws, government rules or requirements, ICANN regulations, requests of law enforcement, or any dispute resolution process;
- Avoid any liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, and employees;
 - Comply with the terms of the registration agreement, the RRA, the Registry Agreement, or any other binding commitments, whether written or otherwise;
- Correct mistakes made by the Registry or any Registrar in connection with a domain name registration;
- Allow for the resolution of a dispute of any sort whether or not the dispute appears to be unmerited or unsubstantiated;
- Respond to complaints of abusive behavior on websites hosted on .BIO domains; or
- Otherwise implement the Acceptable Use Policy.

6. ILLEGAL USE AND COMPLIANCE - The Registry shall identify an infringement to this DNP by any means, including without limitation, a private complaint, public alert, government or enforcement agency outreach, ICANN notification, and on-going monitoring by the Registry or its partners.

6.1. At its discretion, the Registry or its designee shall review any website hosted on a .BIO domain through an automated system or otherwise, for the purpose of identifying an infringement of this DNP.

6.2. Conduct in violation of this DNP includes, but is not limited to phishing, domain name or domain theft, botnet command and control, distribution of malware, fast flux attacks/hosting, hacking, pharming, spam, piracy, counterfeiting, child pornography, cybersquatting, frontrunning, gripe sites, deceptive and/or offensive domain names, fake renewal notices, crossgTLD registration scam, name spinning, pay-per-click, traffic diversion, false affiliation, domain kiting/ tasting, fast-flux, 419 scams or if the domain name is being used in a manner that appears to threaten the stability, integrity or security of the Registry, or any of its Registrar partners and /or that may put the safety and security of any Registrant or user at risk.

6.3. All complaint should be addressed to: abuse.bio@startingdot.com.

6.4. In case of failure to comply with clause 1.4. and 1.5. of this DNP, the Registry (or its designees) reserves the right, at its own discretion, to:

- Alert any relevant Registrar about any identified threats and shall work with them Registrar to resolve such issues;
- Utilize such other methods in compliance with applicable laws and ICANN policies, as it deems appropriate;

- Bring the offending sites into compliance using any of the methods described in this Domain Name Policy, or others whether or not described in this Domain Name Policy;
- Stop registrations of labels;
- Remove the registered labels; and
- Revoke a domain name.

7. INTERNATIONALIZED DOMAIN NAMES (IDNs) - The Registry offers IDN labels in compliance with RFCs 5890, 5891, 5892, 5893 and their successors as referred to in the ICANN IDN Guidelines located at <http://www.icann.org/en/resources/idn/implementation-guidelines>. The ICANN IDN Guidelines may be amended, modified, or superseded from time to time.

7.1 The Registry will publish and keep updated its IDN tables and IDN registration rules in the IANA repository of IDN practices as specified in the ICANN IDN guidelines.

8. RESERVED NAMES - The Registry shall reserve (i.e. withhold from registration or allocate to itself), restrict, or block a number of specified domain names from registration ("Reserved List").

8.1. The Registry shall add or remove domain names from its Reserved List at any time.

8.2. This Reserved List of domain names shall generally consists of Names:

- Reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry's strategic partners;
- Reserved following ICANN requirements such as, but not limited to, Specification 5 of the New gTLD Registry Agreement;
- Having a value for all community covered by the word "bio" reserved by the Registry, which shall be released at the Registry's sole discretion;
- Designating origin and geographical indications protected in the EU in accordance with Council Regulation (EC) No 1234/2007, including singular and plural variant with and without hyphen, provided that such names are withheld from registration or allocated by Registry Operator to the applicable origin and geographical indication authority; and
- Temporarily unavailable due to processing delays from Sunrise or Landrush registrations, or for any other reasons.

8.3. .BIO Registry Reserved Labels Policy and the list of Registry Reserved Labels are visible on the Registry website at www.startingdot.com/bio/reserved/.

8.4. Activations of reserved names shall be provisioned via ICANN accredited Registrars.

9. WHOIS - The data collected by Registrars during domain name registration will be published in the .BIO WHOIS database at <whois.domain.bio>. This information will provide the public with the ability to contact a domain name holder for any reason.

9.2. In addition, the Registry shall require Registrars to post privacy policies that provide clear and complete notice to Registrants about:

- the type of data that will be collected and maintained by the Registry;
- the use of such data in operating the registry service (including display through the WHOIS service); and
- the Registrant's right to access and correct data maintained by the Registry Operator.

Clear consent to such data collection policies is a prerequisite to the submission of a domain name registration request.

9.3. The Registry shall be compliant with all the security, WHOIS, and privacy requirements required by ICANN.

9.4. The Registry shall comply with all confidentiality and security regulations in its jurisdiction of residence. The Registry has further ensured that its suppliers will take all

reasonable measures to maintain the security and privacy of information collected from the Registry.

10. ENFORCEMENT, TERMINATION AND DELETION - ACTION THE REGISTRY MAY TAKE

10.1. The DNP includes enforcement procedures and processes, in addition to those procedures that have been established in accordance with Consensus Policies such as the Uniform Dispute.

Resolution Policy:

- Verification of entitlement of the Registrant at the time of registration of a domain name, and at any other time on a random basis; and
- Ongoing verification throughout the term of the domain name registration, where necessary.

10.2. The Registry shall take actions, including but not limited to:

- Conduct random quarterly controls on a sample basis of .BIO Registrants;
- Verify whether a Registrant fulfill the General Acceptable Use Policy, the Organic Agriculture Compliance and/or meets domain name restrictions on the basis of public information, such as the information displayed on the registrant's website, as well as other sources;
- Contact the Registrant and the Registrar with the request to provide proof that the Registrant is meeting such requirements within a reasonable timeframe when in doubt;
- Deny attempted registrations from repeat violators;
- Cancel or transfer or take ownership of any domain name, either temporarily or permanently; and
- Lock down a domain name preventing any changes to the contact and name sever information associated with the domain name.

10.3. The Registry shall also take preventative measures at its sole discretion, including but not limited to:

- DNSSEC deployment which reduces the opportunity for pharming and other man-in-the-middle attacks;
- Removal of orphan glue records; and
- Place upon registry lock, hold or similar status a domain name during resolution of a dispute.

10.4. If, following the investigation of a complaint or an ex-officio review of the Registrant's compliance with the Registry's policies, or insufficient proof is provided by the Registrant that all policy requirements have been complied with, the Registry shall be entitled to put the domain name on hold or even revoke the domain name. Registry shall notify Registrar within twenty-four (24) hours via an EPP poll message of the domain name being put on hold or revoked. Furthermore, the Registry shall inform the public that the domain name has been previously used contrary to its registration policies.

10.5. Without prejudice to further legal rights, as part of abusive rules required by ICANN for gTLD, the Registry can under certain circumstances, remove a domain name and its technical data from the name servers for the .BIO top-level domain, change the contact data, or delete a domain name.

10.6. In addition, name servers that are found to be associated with fraudulent registrations may be added to a local blacklist, and any existing or new registrations that use such fraudulent NS record may be investigated.

10.7. Anyone can check compliance with the registration requirements by initiating an extrajudicial dispute resolution procedure (" .BIO Eligibility Requirements Dispute Resolution Policy – .BIO ERDRP").

11. POSSIBLE ACTIONS BY THE PARTIES - The Registry is not bound to adjudicate any dispute between parties, and cannot, and does not, accept any responsibility for any loss or damage a domain name Registrant or anyone else may suffer as a result of any action or omission by us or by anyone else under this DNP.

11.1. Any abuse-related issues with which the Registry is unable to assist should be resolved through an appropriate dispute resolution forum. In such circumstance, the Registry shall act following provision of:

- The final determination of an internationally recognized dispute resolution body or a court of law, resolving the inter-party dispute or otherwise mandating the Registry's action;
- Any requirement of ICANN or other recognized authority which demands action or response; or
- In the case of a wrongful transfer of a domain name, a Registrant may also provide written agreement of the Registrar of record and the gaining Registrar sent by email, letter or fax that the transfer was made by mistake or procedural error or was unauthorized.

11.2. Anyone acting under clause **10.** of this DNP is responsible for all costs, fees, damages and other expenses relating to any such action, including any actions the Registry is required to take.

12. THE REGISTRY COMPLAINTS POINT OF CONTACT - The Registry Complaints Point of Contact shall handle any complaints in relation to a .BIO domain name registration, including where the complainant alleges that a particular Registrant does not meet the General Acceptable Use Policy, the Organic Agriculture Compliance Mechanism Compliance or domain name restrictions.

12.1. All notice should be served by mail to the following address:
complaint.bio@startingdot.com