

.BROKER – Terms and Conditions

In addition to your registration agreement, the .BROKER 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. Each Registered Name Holder shall
 - i. comply with all applicable laws, rules, policies and/or regulations, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
 - ii. have any necessary authorisations, charters, licences and/or related credentials for their participation in the relevant market;
 - iii. report to You any material changes to the validity of their necessary authorisations, charters, licences and/or related credentials;
 - iv. comply with the appropriate regulations and licensing requirements required to continue to conduct their activities in the best interests of the customers they serve;
 - v. provide accurate administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; and
 - vi. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies and/or regulations as applicable to any Registrants who collect and maintain sensitive health and financial data;

2. In the event of a transfer of a domain name, Registrar has the right to withhold registration of the transfer pending Registrar’s confirmation that the transferee has the authorisations, charters, licences and/or related credentials for their participation in the relevant market.

3. Registered Name Holders 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 implementing (consistent with applicable law and any related procedures) measures to prevent such activities including suspension of domain name that engage in these activities.

4. Each Registered Name Holder agrees with the Registry’s AUP (Acceptable Use Policy).

5. Each Registered Name Holder agrees that Registrars will:
 - i. enforce all ICANN policies including but not limited to, the requirement to provide accurate Registrant's contact information;
 - ii. publish any underlying Registrant's information in WHOIS if the privacy/proxy provider determines that the Registrant has breached its obligation to provide accurate contact information; and
 - iii. comply with the ICANN Privacy and Proxy Rules.

6. Registered Name Holder agrees to indemnify, defend and hold harmless the Registry (by express reference), Registrar, Resellers and their respective Affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. The Registration Agreement shall further require that the Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

7. Registered Name Holder agrees that the Registry Operator reserves the right to:
 - a. add additional registration requirements, from time to time, in order to comply with new ICANN policies or to comply with certain Public Interest Commitments (PICs) applicable to the Registry TLD as part of the Registry Agreement and we will provide You with sixty (60) calendar days prior written notice via email or otherwise;
 - b. periodically and without notice audit compliance with these provisions concerning the regulatory compliance by Registrants. For the avoidance of doubt, registration of non-complying Registrants will constitute a material breach of this Agreement.
 - c. where Registrants are found to have lost any applicable accreditation or licences, to mitigate any potential harm to end-users by taking steps which are necessary in our sole discretion, including but not limited to suspension or deletion of the domain name.

8. Each Registered Name is subject to:
 - a. the Uniform Domain Name Dispute Resolution Policy together with the UDRP Rules and all Supplemental Rules of any UDRP provider; and
 - b. the Uniform Rapid Suspension System together with the URS Rules and all Supplemental Rules of any URS provider. The UDRP and URS may be changed by

ICANN (or ICANN's successor) at any time. If the registration or reservation of the Registry TLD domain (name is challenged by a third party, the registration will be subject to the provisions specified in the UDRP and URS in effect at the time the Registry TLD domain name registration is disputed by the third party. In the event a Registry TLD domain name dispute arises with any third party, You will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP and URS.

9. Each Registered Name Holder shall comply with each of the following requirements:
 - a) ICANN standards, policies, procedures, requirements and practices for which we have monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and including the UDRP, Trademark Clearinghouse and Trademark Claims Service, the Trademark Post-Delegation Resolution Procedure, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System; and
 - b) Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by us in a non-arbitrary manner and applicable to all Registrars, including Resellers, and consistent with ICANN's standards, policies, procedures, requirements and practices, and the Registry Agreement.