

## **.BUILD – Terms and Conditions**

In addition to your registration agreement, the .BUILD 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 is obliged to 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 entered into between the registry operator and ICANN (the “**Registry Agreement**”) or any other arrangement with ICANN; and
  - b. Operational standards, policies, procedures, and practices for the .BUILD TLD established from time to time by the registry operator, including without limitation the registry policies. Any additional or revised registry operator operational standards, policies, procedures, and practices for the .BUILD TLD shall be effective upon ninety (90) days notice by the registry operator to the registrar.
2. Each registered name holder agrees to indemnify, defend and hold harmless the registry operator, and its 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 registration. This indemnification obligation shall survive the termination or expiration of the registration agreement.
3. Each registered name holder is required to:
  - a. Consent to the use, copying, distribution, publication, modification and other processing of the registered name holder's data regarding any identified or identifiable natural person by the registry operator and its designees and agents in a manner consistent with the purposes specified in the RRA, current ICANN policies, and with relevant mandatory local data protection, laws and privacy;
  - b. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“**UDRP**”) and Uniform Rapid Suspension System (“**URS**”);
  - c. Correct and update the registration information for any domain name within the domain of the .BUILD TLD during the registration term for such domain name;
  - d. Agree to be bound by the terms and conditions of the initial launch of the .BUILD TLD, including without limitation the sunrise period and the land rush period, and the policies that govern the start-up process, 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 domain name within the domain of the .BUILD TLD during these periods, and (b) the results of any dispute over a sunrise registration;

- e. 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;
- f. Acknowledge and agree 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, 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 ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of the registry operator, 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 3.7.6 of the RRA; or (7) 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 of any cancelation, transfers or changes made to any registration by the registry operator not initiated by the registrar.
- g. Submit to proceedings commenced under other dispute policies as set forth by registry operator 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 .BUILD registry;
- h. Consent to the collection and use of any data regarding any identified or identifiable natural person by the registry operator, in conformity with the terms of the RRA and the Registry Agreement, and applicable law; and
- i. Notwithstanding anything in this Agreement to the contrary, Plan Bee, LLC, the Registry Operator of the .BUILD TLD, is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of Plan Bee, LLC have vested and that Plan Bee, LLC has relied on its third party beneficiary rights under this Agreement in agreeing to Ascio Technologies Inc – Danmark, Fillial af Ascio Technologies Inc, USA being a registrar for the .BUILD TLD. Additionally, the third party beneficiary rights of Plan Bee, LLC shall survive any termination of this Agreement.”