

## **.DESIGN – Terms and Conditions**

In addition to your registration agreement, the .DESIGN 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. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by Top Level Design, LLC of their Personal Data.

2. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrations, that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name.)

3. 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 the Registrant. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Top Level Design, LLC under this Agreement.

4. In its Registration Agreement with each Registrant, Registrar shall require each Registrant to indemnify, defend and hold harmless RO, 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. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

5. 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 each Registrant to comply with each of the following requirements:

a. ICANN standards, policies, procedures, and practices for which Top Level Design, LLC has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

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

6. In its Registration Agreement, Registrar shall require each Registrant to:

6.1 Consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Top Level Design, LLC and its designees and agents in a manner consistent with the purposes specified pursuant to Section 1, including data escrow requirements as determined by ICANN;

6.2 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

6.3 Correct and update the registration information for the Registered Name during the registration term for the Registered Name;

6.4 When applicable 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, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that Top Level Design, LLC 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

6.5 Acknowledge and agree that Top Level Design, LLC 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 Top Level Design, LLC, 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 Registry Operator or any Registrar in connection with a domain name registration. Top Level Design, LLC also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. Registry Operator will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by Top Level Design, LLC (in respect of a domain sponsored by the Registrar).

6.6 As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:

- (i) The name of the Registered Name being registered;
- (ii) The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;

- (iii) Unless automatically generated by the Registry System, the identity of the Registrar;
- (iv) Unless automatically generated by the Registry System, the expiration date of the registration; and
- (v) Public Access to Data on Registered Names.
- (vi) During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois
- (vii) Until Top Level Design, LLC otherwise specifies by means of a Top Level Design, LLC adopted specification or policy, the TLD Whois shall consist of the following elements:
  - a. The name being registered;
  - b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
  - c. The identity of Registrar (which may be provided through Registrar's website);
  - d. The original creation date of the registration;
  - e. The expiration date of the registration;
  - f. The name and postal address of the Registrant;
  - g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
  - h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

7. The Registrant shall provide to 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;

8. A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.

Please refer to <http://tldesign.co/policy/> for complete Registry policies.