

## **.EARTH – Terms and Conditions**

In addition to your registration agreement, the Interlink Co., Ltd-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. Indemnification Required of Registrants.**

In its registration agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless Interlink Co., Ltd and its 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.

### **2. 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:

- 2.1. ICANN standards, policies, procedures, and practices for which Interlink Co., Ltd has monitoring responsibility in accordance with the Interlink Co., Ltd Agreement or other arrangement with ICANN; and
- 2.2. Operational standards, policies, procedures, and practices for the Interlink Co., Ltd TLD established from time to time by Interlink Co., Ltd in a non-arbitrary manner and applicable to all registrars, including affiliates of Interlink Co., Ltd, and consistent with ICANN's standards, policies, procedures, and practices and Interlink Co., Ltd's Interlink Co., Ltd Agreement with ICANN. Additional or revised Interlink Co., Ltd operational standards, policies, procedures, and practices for the Interlink Co., Ltd TLD shall be effective upon thirty (30) days' notice by Interlink Co., Ltd 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.

### **3. Additional Requirements for Registration Agreement.** In addition to the provisions of Subsection 1, in its registration agreement with each Registrant, Registrar shall require such Registrant to:

- 3.1. Consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Interlink Co., Ltd and its designees and agents.
- 3.2. 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 Interlink Co., Ltd; and

- 3.3. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name, including Personal Data associated therewith;
- 3.4. Agree to be bound by the terms and conditions of the initial launch of the Interlink Co., Ltd TLD, including without limitation the sunrise period and the Landrush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Interlink Co., Ltd 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
- 3.5. Acknowledge and agree that Interlink Co., Ltd reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on Interlink Co., Ltd lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the Interlink Co., Ltd; (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 Interlink Co., Ltd, 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 Interlink Co., Ltd Operator or any Registrar in connection with a domain name registration.
- 3.6. 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 of the domain name.
- 3.7. Agree that registration, renewal and transfer fees for some domain names in the TLD are variable and shall differ from registration, renewal, and transfer fees from
- 3.8. other domain names offered in the TLD; and  
Prohibit Registered Name Holders 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 of the domain name.
- 3.9. Registrar shall clearly disclose that the TLD will have non-uniform pricing, such that a registration, renewal, or transfer fee for a domain may differ from other domain names, in its Registration Agreement with its Registrants. Registrar represents and warrants that it has, prior to or at the latest upon registration of a domain name in the Registry TLD:
  - (i) provided its customer / Registered Name Holder with the Registry Policies, including the Acceptable Use Policies; See - <http://domain.earth/legal/>
  - (ii) Has informed its customer / Registered Name Holder of its continued obligation to act in accordance with Applicable Laws and regulations and to maintain adequate contact information with Registrar at all times; and

- (iii) Has properly identified its customer / Registered Name Holder in accordance with the processes and procedures imposed by ICANN.

Interlink Co., Ltd also reserves the right to place upon Interlink Co., Ltd lock, hold or similar Status a domain name during resolution of a dispute.