

.ECO (the Big Room Inc. Registry. Registry) – Terms and Conditions

In addition to your registration and/or reseller agreement, the Big Room Inc. Registry TLD Registry-Registrar Agreement (“RRA”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

Registrar may, at its discretion from time to time, designate reseller(s) that will be permitted to provide registrar services consistent with those permitted of Registrar under this Agreement (each a “Reseller”). Registrar shall enter into a paper or electronic agreement with each of its Resellers (a “Reseller Agreement”) to ensure Registrar’s compliance with this Agreement. All Reseller Agreements shall expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar’s covenants, obligations, representations and warranties as set forth in this Agreement. Registrar shall be primarily liable for all acts and omissions of its resellers as if the same were made by Registrar directly. Further, in its Reseller Agreement with each Reseller, Registrar shall require such Reseller to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Reseller; (ii) relating to any agreement, including Reseller's dispute policy, with any Registered Name Holder or registrar; or (iii) relating to Reseller's domain name registration business, including, but not limited to, Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. This identification obligation must be in writing and made to survive any termination or expiration of the Reseller Agreement and this Agreement. Registry Operator shall provide Registrar with notice of any such claim as soon as reasonably practicable after becoming aware of same, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Reseller or Registrar as may be applicable to defend such claim, provided that Registrar reimburses Registry Operator for Registry Operator’s actual and reasonable costs incurred in connection with providing such information and assistance. The indemnification obligation in the Reseller Agreement will provide that (i): the Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator’s prior written consent, which consent shall not be unreasonably withheld; and (ii) the Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.