

## **.FANS – Terms and Conditions**

In addition to your registration agreement, the .FANS 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 registrant agrees to indemnify, defend and hold harmless the registry operator, 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. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. Each registrant shall 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 between the registry operator and ICANN for the Registry Agreement or other arrangement with ICANN; and
  - b. operational standards, policies, procedures, and practices for the .FANS TLD established from time to time by the registry operator in a non-arbitrary manner and applicable to all registrars, including affiliates of the registry operator, and consistent with ICANN's standards, policies, procedures, and practices and the registry operator's registry agreement with ICANN. Additional or revised registry operator operational standards, policies, procedures, and practices for the .fans TLD shall be effective upon notice ninety (90) days prior notice by the registry operator to the 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.
3. Each registrant:
  - a. Consents to the use, copying, distribution, publication, modification and other processing of the registrant's Personal Data (as defined below) by the registry operator and its designees and agents in a manner consistent with the purposes specified pursuant to clause 7(a)(i) below, including data escrow requirements as determined by ICANN;
  - b. Agrees to 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
  - c. Agrees to correct and update the registration information for the registered name during the registration term for the registered name;
  - d. When applicable, agrees to be bound by the terms and conditions of the initial launch of the .FANS TLD, including without limitation the sunrise period and the land rush

period, the procedure and process for compliance with the ICANN Trademark Clearing house and any sunrise dispute resolution policy, 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 registered name during these periods, and (b) the results of any dispute over a sunrise registration; and

- e. Acknowledges and agrees 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 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 the registry operator, 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 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 via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by the registry operator (in respect of a domain sponsored by the registrar).
4. 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 REGISTRY OPERATOR otherwise specifies by means of a REGISTRY OPERATOR 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.
  - i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by REGISTRY OPERATOR and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.
  
- 5. Upon receiving any updates to the data elements listed in Section 4. from the Registrant, Registrar shall promptly, and no later than within five (5) business days, update its database and provide such updates to the Registry Services Provider.