

## **.FUN– Terms and Conditions**

In addition to your registration and/or reseller agreement, the Radix FZC Registry Limited-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.

- 1.** Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System by executing a Reseller Agreement between Registrar and a selected Reseller, shall preserve a copy of each Reseller Agreement which shall be available to Radix FZC upon Radix FZC’ s request and agrees to expressly adhere its Resellers to all obligations assumed by Registrar in this this Agreement.
  
- 2.** Registrar, in any event, shall be fully responsible to ensure Resellers’ compliance with this Agreement and remain fully responsible for the compliance of all obligations assumed by Registrar and its Resellers in this Agreement.
  
- 3.** Reseller shall fully defend, indemnify and hold harmless Radix FZC and Registry Operator’s members, officers, directors, agents, employees, service providers, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of any dispute in relation to any domain name registered by Registrar’s resellers in the Registry, including but not limited to (a) any claim or alleged claim relating to any product or service of such Reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through Reseller; (c) any claim or alleged claim relating to Reseller’s domain name registration business or other activities, including, but not limited to, Reseller’s advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein. This indemnification obligation must be in writing and be made to survive any termination or expiration of the Reseller Agreement and this Agreement. Radix FZC reserves the right upon written notice to require Registrar to terminate any Reseller’s right to provide registrar services including but not limited to its Reseller Agreement with respect to any or all Included TLDs if such Reseller fails to comply with the terms of this Agreement and to take any measures Radix FZC deems necessary to prevent such Reseller from accessing the Registry System directly or indirectly. Radix FZC shall provide a ten (10) days period for Reseller to cure such breach, unless, in the sole and reasonable discretion of Radix FZC, the nature of the Reseller breach is such that it is incapable of being cured or the same Reseller has committed the same breach previously.