

.HOW – Terms and Conditions

In addition to your registration agreement, the Charleston Road Registry Inc. d/b/a Google 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. At all times while it is sponsoring the registration of any Registered Name within the Charleston Road Registry Inc., Registrar shall have in effect a registration agreement with the Registrant that governs the access and use of the Registered Name (“**Registration Agreement**”). Upon request, Registrar shall provide a copy of the current form of its Registration Agreement to Registry Operator. Registrar may amend the form of its Registration Agreement or add alternative forms, provided a copy of such amendments or alternatives is furnished to the Registry Operator upon request. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar’s obligations to Registry Operator under this Agreement. Without limiting the generality of the foregoing, Registrar shall require in each Registration Agreement that the Registrant shall:
 - a) acknowledge and agree that 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, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (ii) to correct mistakes made by Registry Operator or any registrar in connection with a domain name registration; (iii) to protect the rights and property of the Registry Operator and to avoid any potential or actual liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) to protect the integrity and stability of the Registry System and the operation of the DNS; (v) to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable Registration Agreement;
 - b) to the extent permitted by Applicable Law, indemnify, defend and hold harmless Registry Operator, its parent company and subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. The Registration Agreement shall further require that this indemnification obligation shall survive the termination or expiration of the Registration Agreement;
 - c) consent to the collection, use, distribution, publication and sharing of any Registrant’s Personal Data by Registry Operator and its designees and agents, in a manner consistent with the purposes specified in any notice provided to Registrars pursuant to Subsection 2.10 of this Agreement;
 - d) submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP, PDDRP and the URS;

- e) acknowledge and agree that all domain names in the Charleston Road Registry Inc.(s) will be subject to the Domain Name Abuse Policy and the Charleston Road Registry Inc.'s Startup Policy;
 - f) provide accurate registration information for the Registered Name (including email address confirmed by return email or other method), and immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
 - g) comply with the terms and conditions of the Registry Operator's initial launch of the Charleston Road Registry Inc. (including without limitation all of the applicable periods defined in the Charleston Road Registry Inc.'s Startup Policy) and further acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Startup Policy for the Charleston Road Registry Inc., including, without limitation (i) the ability or inability of a registrant to obtain a Registered Name during the periods defined therein, and (ii) the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the Trademark Clearinghouse; and
 - h) refrain 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. Registrar shall provide (consistent with Applicable law and any related procedures) consequences for such activities including suspension of the domain name.
- 2) Registrar shall comply with the requirements contained in each of the following, 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:
- (a) ICANN standards, policies, procedures, and practices, as may be amended from time to time by ICANN, for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other agreement with ICANN;
 - (b) Terms and conditions, technical policies and other policies applicable to the Registry Tool Kit, APIs, Supported Protocol, or access and use of Registry Operator's website(s); and
 - (c) Registry Policies, which shall become effective upon thirty (30) days' notice (unless otherwise set forth herein (e.g., for changes to the Domain Registration Policy or Pricing Policy)) by Registry Operator to Registrar. Registry Operator will provide additional notice (unless otherwise set forth herein) should any updates or modifications to such Registry Policies materially impact Registrar's operations or product development.