

## **.ISTANBUL – Terms and Conditions**

In addition to your registration agreement, the .istanbul 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 Registered Name holder shall:
  - a) acknowledge and agree 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, as it deems necessary, at 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 the Registry Operator or BERO (Back-End Registry Operator) or any registrar in connection with a domain name registration; (iii) to protect the rights and property of the Registry, the Registry Operator and/or BERO and to avoid any actual or potential liability, civil or criminal, on the part of the Registry, the Registry Operator and BERO and their contractors, subcontractors, affiliates, officers, directors, representatives, attorneys employees, agents and public service providers; (iv) to protect the integrity and stability of the SRS and the operation of the DNS; (v) to comply with all applicable laws, administrative authorities’ rules or resolutions, court decisions, law enforcement or decision from any applicable dispute resolution process; or (vi) for violation of the terms and conditions set forth in any applicable registration agreement;
  - b) indemnify, defend and hold harmless the Registry, the Registry Operator and BERO and their contractors, subcontractors, affiliates, directors, representatives, officers, attorneys, employees, agents and public service providers from and against any and all claims, damages, liabilities, costs and expenses, including legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registrant's domain name registration. 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 the Registry Operator and its designees and agents, in a manner consistent with the purposes specified in any notice provided to the Registrar;
  - d) submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, the UDRP and the URS or any other dispute resolution mechanism required by ICANN or the Registry Operator;
  - e) acknowledge and agree that all domain names in the Registry TLD will be subject to the Registry Policies;

- f) provide accurate registration information for the Registered Domain Name (including email address confirmed by return email or other method), and immediately correct and update the registration information for the Registered Domain Name during the registration term for the Registered Domain Name;
- g) comply with the terms and conditions of the initial launch of the Registry TLD (including without limitation all of the applicable periods defined in the Launch Policy) and further acknowledge that the Registry, the Registry Operator and BERO 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 Launch Policy, including, without limitation (i) the ability or inability of a Registrant to obtain a Registered Domain 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;
- 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 Turkish law and any other applicable national and international laws. The Registrar shall provide the Registrant with a description of potential consequences for such activities including the suspension or cancellation of the domain name; and (i) acknowledge that according to Law No 5651 on Regulating Broadcasting in the Internet and Fighting against Crimes Committed through Internet Broadcasting and other relevant Turkish legal instruments governing the use of the Internet, the Information and Communications Technologies Authority of Turkey ("ICTA") or other competent authorities may, through Internet access, hosting and content providers operating in Turkey, block or restrict access to a website associated with a Registered Domain Name in the Registry TLDs in case of violation of relevant laws and regulations; and agree that the Registry, the Registry Operator and BERO shall not be liable whatsoever for such blocking or restriction of access concerning the Registered Domain Name.

2. Each Registered Name Holder shall to comply with, all of the followings:

- a) all relevant laws, regulations, orders or decisions of courts and administrative authorities of Turkey, and of any other competent jurisdictions; provided that in the event that there is a conflict between the requirements or orders imposed by Turkish legislative, judicial or administrative authorities and those imposed by those authorities of any other jurisdiction, the Registrar shall comply with those imposed by Turkish authorities;
- b) ICANN standards, policies, procedures, and practices for which the Registry Operator has responsibility in accordance with the Registry Agreement;

- c) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry Operator, including those set forth in the Registrar Compliance Policy, in a nonarbitrary manner and applicable to all registrars, including affiliates of the Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and with the Registry Agreement. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by the Registry Operator to the Registrar.