

.LONDON– Terms and Conditions

In addition to your registration agreement, the .London 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. Registrar’s Registration Agreement and submission to policies. The Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder which shall at all times incorporate or provide a link to the terms of the .LONDON Registration Agreement and no terms that are contrary to or inconsistent with the .LONDON Registration Agreement. The Registrar shall provide a copy of the Registrar’s registration agreement upon request for same by the Registry. The Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are requested by the Registry that are consistent with the Registrar’s obligations to the Registry under this Agreement. The Registrar shall employ in its domain name registration agreement a requirement for the Registered Name Holders to submit to the ICANN Policies including the Inter-Registrar Transfer Policy, Uniform Domain Name Dispute Resolution Policy (UDRP), and the Uniform Rapid Suspension (URS), and the Registry Policies, each in their most recent form and each as may be amended from time to time.

2. In its registration agreement with each Registered Name Holder, the Registrar shall require such Registered Name Holder to:

a. Acknowledge and agree that the Registry 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: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs), (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration, or (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; (4) for the non-payment of fees to the Registry;

b. Indemnify, defend and hold harmless the Registry and its 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 arising out of or relating to, for any reason whatsoever, the Registered Name Holder’s domain name registration. The Registrar’s registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement; and

c. Acknowledge and agree that they (the Registered Name Holder) are prohibited 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, and that evidence of any such activity by the Registered Name Holder may result in application by the Registry or Registrar of consequences (consistent with applicable law and any related procedures) including suspension of the domain name.

The Registrar shall comply with its obligations under the .LONDON Registration Agreement and any breach by the Registrar of the terms of the .LONDON Registration Agreement shall be a breach of this Agreement – Please see Registrant Agreement.

3. If a Registrant is in breach of any term of the .LONDON Registration Agreement, the Registry is entitled (and without prejudice to the Registry's ability to take such steps as it considers appropriate pursuant to the Registry Policies) to instruct the Registrar to exercise any of the powers granted to the Registrar pursuant to section 8 of the .LONDON Registration Agreement. Whether and to what extent the Registry instructs the Registrar to exercise any such power is a matter that the Registry may decide in its absolute discretion, but insofar as it is reasonably possible to do so it shall consult with the Registrar before issuing any such instruction to the Registrar. – **Please see Registrant Registration Agreement.**

4. Secure Connection. The Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the SRS is secure. All data exchanged between the Registrar's system and the SRS shall be protected to avoid unintended disclosure of information. The Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted hereunder from being used to (1) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, any other registry operated under an agreement with ICANN, or any ICANN-accredited the Registrar, except as reasonably necessary to register domain names or modify existing registrations.

5. Privacy and Proxy Services. The Registrar agrees to comply with such directions and requirements and conditions in relation to the offering and operation of privacy and/or proxy services in respect of domain names as the Registry may on reasonable notice provide from time to time, provided that such directions and requirements are imposed on all Registrars at the same time on a non-discriminatory basis and are not in conflict with any ICANN policy on such services. Further, at all times any privacy and proxy Service offered by or through the Registrar must be subject to requirements that (a) steps and processes are in place to ensure the accuracy of the data held by the privacy or proxy service at least as effective as that adopted by the Registrar to ensure the accuracy of data relating to a Registered Domain Holder not using a privacy or proxy service; and (b) the identity and contact details of the person or entity using the privacy or proxy service shall be disclosed (i) to a URS or UDRP provider in response to a request from such a provider in connection with URS or UDRP proceedings (ii) to the Registry if in the Registry's reasonable opinion the Domain Name has been registered and/or is being used in a manner that is contrary to any aspect of the Registry Policies; and (iii) pursuant to an order of the English courts or the order of any other court of competent jurisdiction.

6. Compliance with Operational Requirements. The Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

a. ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

b. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all Registrars (“Operational Requirements”), including affiliates of the Registry, and consistent with the Registry’s Registry Agreement with ICANN, as applicable, upon the Registry’s notification to the Registrar of the establishment of those terms and conditions. Unless shorter notice is deemed necessary by the Registry in exceptional circumstances, additional or revised Operational Requirements shall be effective upon ninety (90) days notice by the Registry to the Registrar.