

.LTDA – Terms and Conditions

In addition to your registration agreement, the .ltda 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. Registered Name Holder agrees to indemnify, defend and hold harmless registry and its 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 registered name holder's domain name registration. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. Each Registered Name Holder shall comply with each of the following requirements:
 - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
 - b. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement signed with ICANN. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry to Registrar. 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; and
 - c. Eligibility and acceptable use policy (as set forth on the Registry website, as amended from time to time), public interest commitments (as set forth in the Registry Agreement, as amended from time to time), community registration policies and Government Advisory Committee („GAC“) safeguards.
3. Registered Name Holder shall:
 - a) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement
 - b) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (“UDRP”) and/or Uniform Rapid Suspension (“URS”); and
 - c) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
 - d) agree to be bound by the terms and conditions of the initial launch of the Registry TLD as published by Registry from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry for the TLD (including without limitation the Trademark Clearinghouse), and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (i) the ability or inability of a registrant to obtain a Registered Name during these periods, and (ii) the results of any dispute resolution process regarding a registration; and
 - e) acknowledge and agree that 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, 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 Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) for the non-payment of fees or (6) to correct mistakes made by Registry or any Registrar in

connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

4. By resolution on February 5, 2014, the ICANN Board New gTLD Program Committee identified and mandated certain additional safeguards for this top-level domain. Accordingly, for this highly-regulated TLD, holders of registered names ("Registrant"), in addition to those terms and conditions required under the registration agreement with the Registrar:
 - a) Must comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
 - b) To notify Registrants at the time of registration of the requirements to comply with all applicable laws; and
 - c) Who collect and maintain sensitive health and financial data, to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
 - d) Must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;
 - e) Represent that the Registrant possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with this TLD; and
 - f) To report any material changes to the validity of the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD to ensure the Registrant continues to conform to the appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.