

## **.NRW – Terms and conditions**

In addition to your registration agreement, the Minds and Machines GmbH TLD 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. The Registrar shall have in effect an electronic or paper registration agreement with the Registrant which shall at all times incorporate or provide a link to the terms of the Minds and Machines GmbH Registry Policies and no terms that are contrary to or inconsistent with the Minds and Machines GmbH Registry Policies. The Registrar shall provide a copy of the Registrar’s registration agreement upon request for same by Minds and Machines GmbH. The Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are requested by Minds and Machines GmbH 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 Registrant 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 Minds and Machines GmbH Registry Policies, each in their most recent form and each as may be amended from time to time. In its registration agreement with each Registrant, the Registrar shall require such Registered Name Holder to:
  - i. Acknowledge and agree that the Minds and Machines GmbH 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 Minds and Machines GmbH 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 Minds and Machines GmbH Registry Policies; (4) for the non-payment of fees to Minds and Machines GmbH;
  - ii. Indemnify, defend and hold harmless the Minds and Machines GmbH 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 according to the Rechtsanwaltsvergütungsgesetz (“RVG”) or any other legislation or regulation that may be force at the time and expenses arising out of or relating to, for any reason whatsoever, the Registrant’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
  - iii. Acknowledge and agree that Registrants 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 Registrant may result in application by the Minds and Machines GmbH or Registrar of consequences (consistent with applicable law and any related procedures) including suspension of the domain name.

2. The Registrar shall comply with its obligations under the Minds and Machines GmbH Registry Policies and any breach by the Registrar of the terms of Minds and Machines GmbH Registry Policies shall be a breach of this Agreement.
3. If a Registrant is in breach of any term of Minds and Machines GmbH Registry Policies, Minds and Machines GmbH is entitled (and without prejudice to Minds and Machines GmbH's ability to take such steps as it considers appropriate pursuant to the Minds and Machines GmbH Registry Policies) to instruct the Registrar to exercise any of the powers granted to the Registrar pursuant to Minds and Machines GmbH Registry Policies. 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.
4. Registrants have an obligation to comply with each of the following requirements:
  - i. 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
  - ii. Operational standards, policies, procedures, and practices for Minds and Machines GmbH TLD established from time to time by Minds and Machines GmbH 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.