

.SEX – Terms and Conditions

In addition to your registration agreement, the .sex Registry-Registrar Agreement (“RRA”) Terms and conditions set out there 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 agrees to indemnify, defend, and hold harmless Registry Operator (“ICM 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 Registrant’s domain name registration. The Registrar-Registrant Agreement shall further require that this indemnification obligation survive termination or expiration of the Registrar-Registrant 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 Operator (“ICM Registry”) in a non-arbitrary manner and applicable to all registrars, including affiliates of registrars, and consistent with ICANN’s standards, policies, procedures, and practices for ICM’S Registry Agreement with ICANN. Additional or revised ICM operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator (“ICM Registry”) to Registrar and/or by Registry Operator (“ICM Registry”) posting such changed documents on the Registry Website, as applicable. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar-Registrant Agreement, the terms of this Agreement shall supersede and prevail.
 - c. All Public Interest Commitments set forth in Specification 11 to the Registry Agreement, as amended from time to time by ICANN or Registry Operator (“ICM Registry”), including without limitation Registrar’s obligation to include the following provisions:
 - i. a provision prohibiting Registrants 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 providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name;
 - ii. a provision requiring Registrants to agree to the terms of Registry Operator’s Anti-Abuse Policy as posted on the Registry Website;
 - iii. a provision requiring Registrant’s to agree to Registry Operator’s right to Disqualify Registrations as set forth in Specification 11 to the Registry Agreement; and
 - iv. any and all applicable Government Advisory Committee (“GAC”) safeguards.
 - d. All Registry Operator (“ICM Registry”) policies, procedures, and practices for its Limited Registration period, referred to as either the “Sunrise B Program” and/or the “Domain Matching Program”. As further described in Registry Policies, Registrar agrees to provide its existing customer(s) who successfully applied for a Sunrise B reservation under the .XXX Sunrise B launch program an opportunity to register available second level domain name(s) in the Registry TLD as long as the second level of that domain name directly matches the second level of the .XXX domain name that was reserved by ICM Registry, LLC on behalf of such customer’s reservation request; Registrar will provide these registrations to its customers on a first come, first served basis. As further described in Registry Policies, Registrar agrees to provide its existing .XXX Registrants an opportunity to register available second level domain name(s) in the Registry TLD as long as the second level of that domain name directly matches the second level of the registrant’s existing .XXX domain name registration with Registrar. For the purpose of both the Sunrise B Program and the Domain Matching Program referenced in this section, available second level domain names are domain names in the Registry TLD that

are available after the Registry TLD TMCH Sunrise Period and that are not reserved by the Registry for any reason, including without limitation for the Registry TLD Premium Name list. Registrar agrees that it will only sell a second level domain name in the Registry TLD to a potential registrant if it is the same registrant of record of the directly matching second level domain name in the .XXX TLD, or if it is a customer of Registrar's who previously and successfully applied for a Sunrise B reservation of the directly matching second level domain name in the .XXX TLD through Registrar's services. At all times, ICM retains the full rights and ability to correct any mistakes and/or errors, as further described in Section 3.7.5.

3. In addition to the provisions each registered name holder acknowledges and agrees to:
 - a. Consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by ICM and its designees and agents in a manner consistent with the purposes specified pursuant to this Agreement, including without limitation Sections 2.6, 3.1, 3.4 and 3.8.
 - b. Submit to proceedings commencing under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and/or Uniform Rapid Suspension ("URS").
 - c. Immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name.
 - d. Be bound by the terms and conditions of the initial launch policies of the Registry TLD as published by Registry Operator ("ICM Registry") from time to time, including without limitation any Sunrise period, Limited Registration period, Sunrise B Program, Domain Matching Program and the dispute resolution policies and rights protection mechanisms managed by ICANN or Registry Operator ("ICM Registry") for the TLD (including without limitation to the Trademark Clearinghouse related obligations and certification by IBM on the Trademark Database (TMDB) platform for the provision of Claims Services as required by ICANN), and further to acknowledge that ICM 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, Sunrise B Program, Domain Matching Program or other period associated with the initial launch of the Registry TLD, including, without limitation : (a) the ability or inability of a Registrant or potential registrant to obtain a Registered Name during these periods, (b) refunds or credits from Registry Operator for any errors or mistakes caused by Registrar, and (c) the results of any dispute resolution process regarding a Registration.
 - e. That ICM 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;
 - i. to protect the integrity and stability of the Registry TLD or the Registry System;
 - ii. to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
 - iii. to avoid any liability, civil or criminal, on the part of Registry Operator ("ICM Registry"), as well as its affiliates, subsidiaries, officers, directors, employees, and contractors;
 - iv. for violations of the Registry-Registrant Agreement, including, without limitation its Anti-Abuse Policy as well as any exhibits, attachments, or schedules thereto;
 - v. for violations of this Agreement, including, without limitation, any exhibits, attachments, or schedules hereto; (vi) for the non-payment of Fees by Registrar, including without limitation pursuant to the terms of any Payment Security arrangement entered into between ICM and Registrar; or
 - vi. to correct mistakes made by Registry Operator ("ICM Registry") or any Registrar in connection with a domain name registration. Registry Operator ("ICM Registry") also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.