

## **.SUCKS – Terms and Conditions**

In addition to your registration agreement, the .sucks 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. A Registered Name Holder shall agree to the following terms and conditions of purchasing and using a Registered Name in the Vox Populi TLDs:
  - a) As a Registered Name Holder, you are prohibited in the use of your Registered Name 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), and the consequences for such activities include suspension of your registered domain name.
  - b) As a Registered Name Holder, you are required to 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.
  - c) As a Registered Name Holder, you are required to comply with all applicable laws.
  - d) As a Registered Name Holder, if you collect and maintain sensitive health and financial data, they must implement reasonable and appropriate security measures commensurate with the offering of your services, as defined by applicable law
  - e) As a Registered Name Holder, you are required to maintain, publish and 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
  - f) As a Registered Name Holder, you represent that they possess any necessary authorization, charter, license and/or other related credential for participation in the TLD in which you have registered your name
  - g) As a Registered Name Holder, you agree to report any material changes to the validity of the your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with your registration, if any, in order to ensure they you continue to conform to appropriate regulations and licensing requirements and generally conduct you activities in the interests of the consumers you serve, if any.
  - h) As a Registered Name Holder, you agree and understand that the registry operator can remove from the TLD zone file, and render inoperable, your domain name registration, including any associated website and email services, in the following circumstances: (a) Cyberbullying; (b) Pornography; and/or (c) Parked Pages. Definitions of “Cyberbullying”, “Pornography”, and “Parked Pages”, together with the applicable rules and procedures for registry takedown, are on the registry’s website at: [nic.sucks](http://nic.sucks).
2. Each Registered Name Holder shall: (a) acknowledge and agree that Vox Populi 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: (i) to correct mistakes made by Vox Populi or any Registrar in connection with a domain name registration, or (ii) for the non-payment of fees to Vox Populi; and (b) indemnify, defend and hold harmless Vox Populi 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 registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.
3. Each Registered Name Holders must comply with Vox Populi’s Acceptable Use Policy and Terms of Service, as they may be updated from time to time and published on the Vox Populi website specific to the Vox Populi TLD for the Registered Name, and consistent with Vox Populi’s Registry Agreement with ICANN.

4. Registered Name Holders are agrees that Personal Data about the Registered Name Holder is shared with Vox Populi during the registration process and each Registered Name Holder
5. Each Registered Name Holders shall comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension Policy ("URS"), and any other rights protection mechanisms; and (ii) the Inter-Registrar Transfer Policy, as adopted by the ICANN Board of Directors on November 12, 2004; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Vox Populi, Registrar or Registered Names Holders.
6. Each Registered Name Holder shall comply with each of the following requirements (a) ICANN standards, policies, procedures, and practices for which Vox Populi has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and (b) Operational standards, policies, procedures, and practices for the Vox Populi TLDs established from time to time by Vox Populi in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Vox Populi, and consistent with Vox Populi's Registry Agreement with ICANN, as applicable, upon Vox Populi's notification to Registrar of the establishment of those terms and conditions.