

.TICKETS – Terms and Conditions

In addition to your registration agreement, the .RENT 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.** Registrants must comply with all applicable laws. Compliance with all applicable laws including specifically those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations. The Registrant is 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 providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name. If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
- 2.** ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- 3.** Not all Registry Services need be provided by Registrar; Registry Operator will identify which Registry Services are optional. Additional or revised Registry Policies and Registry Services may be offered to Registrar and updated from time to time. In addition Registrar shall agree to be bound, when applicable, by the terms and conditions of the initial launch of the .tickets Registry, including without limitation the sunrise period, the verification services, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, including, without limitation:
 - (a) The ability or inability of a registrant to obtain a Registered Name during these periods;
 - (b) The results of any dispute over a sunrise registration.
- 4.** In case of business dealings, including with Registrant, Registrar must comply with the laws, rules and administrative regulations of all relevant governmental agencies.

5. In its Registration Agreement with each Registrant, Registrar shall require each Registrant to indemnify, defend and hold harmless RO, Registry Verification Agent, CentralNic and their 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 application, registration and operation. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data for the provision of Registry Services and the expressed consent of each registrant applicant to being contacted by the Registry and/or the Registry Verification Agent in accordance with the Registry Policies. In its Registration Agreement, the Registrar shall:

6. Require each Registrant to consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents in a manner consistent with the purposes specified pursuant to Registry Service, including Enhanced Whois Verification and data escrow requirements as determined by ICANN;
7. Require each Registrant to correct and update the registration information for the Registered Name during the registration term for the Registered Name;
8. In the event any Registrant provides a third-party individual's Personal Data to the Registry System, Registrant must represent and guarantee that they have informed such third party individuals of the intended use by RO and its service providers of their Personal Data;
9. Require that each Registrant provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorised person for contact purposes in the case of a Registrant that is an organisation, association, or corporation;
10. Agree that the Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration;

11. Accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants and follow reasonable policies published by Registry from time to time with respect to such complaints.

SCHEDULE A

1. gTLD .Tickets Registration Services

1.1 The domain registration will be effective upon occurrence of all of the following:

- a) The acceptance of this Agreement and the Registry Policies at <http://tickets.tickets/policies>, without modification, for .tickets domain name(s);
- b) The Registry accepting this Agreement and your domain registration application;
- c) The delivery to the Registry the domain registration information you provide;
- d) The domain application successfully passing the Registrant extended Whois Verification Policies and process as documented at <http://tickets.tickets>
- e) The payment of the application, registration, renewal and reinstatement fees as applicable;
- f) A listing and advertisement period of up to 30 (thirty) days on the <http://check.tickets> website; and
- g) The Registry accepting your application.

2. Multiple Domain Registrations:

The Registry in accordance with ICANN policies, reserves the rights to refuse to process multiple domain registrations.

3. Required domain registration information

3.1 Registration information

As part of the domain registration process and in accordance with ICANN Policies, a domain registrant is required to submit and keep current and accurate the following information (collectively, the "Registration Information"):

- a) The domain registrant's name and postal address;
- b) The domain being requested;
- c) Administrative contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain; and
- d) Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

4. Enhanced WHOIS Verification

In order to ensure the accuracy of registration data, the Registry will verify the Whois information for all Applications. For full details see <http://tickets.tickets/policies>. It is a contractual requirement of registering a .tickets domain that complete and accurate Whois information is supplied.

As part of the Enhanced Whois Verification, the Registry will verify that the following conditions are satisfied:

(a) The Registrant's name can be verified by checking against a third party database;
AND

(b) The Registrant's address can be verified by checking against a third party database.

4.1 Where the Registry is unable to verify the above conditions, it may contact the Registrar and/or the Applicant directly and ask that the inaccurate or incomplete Whois information be corrected or further documentary evidence to be submitted. For the purposes of Enhanced Whois Verification, the documentary evidence could be one or more of the following:

(a) In the case of a natural person:

- (i) A valid driving licence;
- (ii) A valid passport;
- (iii) A valid national ID card;
- (iv) A National Insurance card (for UK citizens);
- (v) A residence permit;
- (vi) A utility bill from the last 3 months; or
- (vii) A bank statement from the last 3 months.

(b) In the case of a domain for a business or organisation:

- (i) A business license;
- (ii) A certificate of formation;
- (iii) Articles of incorporation;
- (iv) A corporate operating agreement;
- (v) Charter documents;
- (vi) An attorney opinion letter;
- (vii) A mission statement for non-profit organization;
- (viii) An official company letterhead; or
- (ix) A company stamp.

4.2 Failure to provide accurate Whois Data and/or documentary evidence at the request of the Registry may result in the suspension or cancellation of an Application or Registration.

4.3 The Registry will conduct Enhanced Whois Verification on change of registrant's name and/or address.

4.4 You agree that the Registry and/or Registry Verification Agent may from time to time contact you to comply with the policies herein.

4.5 Additional registration information.

In addition, in accordance with ICANN policies, the Registrar is obligated to maintain additional information relating to a domain registration, which may include (collectively, "Additional registration Information"):

- a) The date of the domain registration;
- b) The submission date and time of the registration application;
- c) Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- d) Records of account for your domain registration, including dates and amounts of all payments and refunds;
- e) The IP addresses of the primary nameserver and any secondary nameservers for the domain;

- f) The corresponding names of those nameservers;
- g) The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
- h) The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain; The expiration date of the registration; and
- i) Information regarding all other activity between you and Registrar regarding your domain registration and related services.

6. Use of registration information and additional registration information.

You agree and acknowledge that the Registrar will make available the Registration Information and Additional Registration Information to other third parties such as, ICANN, the Registry Operator and its third party data escrow, Registry Verification Agent, and registry services providers; and as applicable laws may require or permit. By Applying for the .tickets domain name you agree that the .tickets Registry and its third party agents may contact you with regards to processing your application for .tickets domain name. Additionally, you acknowledge and agree that the Registry may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Registrar may or must make available to the public or to private entities, and the manner in which such information is made available.

7. Advertisement Period of up to 30 days

If you are applying for a domain name under the “Standard Track Processing” you agree for the domain name(s) you submitted with your application to be published on the <http://check.tickets> website, and published through other media. The purpose of such publishing is to alert third parties of the application in order that, should they have rights in respect of the domain name applied for and advertised, they can submit their own application for the same .tickets domain name. In such cases all applications for the relevant name will be subjected to a request for provision to the Registry of evidence of any existing rights in or use of the name in respect of tickets or other ticketing goods or services. For further information see the full policies at <http://tickets.tickets/policies>.

8. Standard Track Processing – Risk of Competing Application(s)

If you submit your requested domain name for Standard Track Processing, an Eligible Rights holder who successfully submits an application for the same domain name may be awarded the domain name. If you as the original applicant can also demonstrate an Eligible Right, the name will be allocated to you. Full details of the qualifications for an Eligible Right are found in the policies at <http://tickets.tickets/policies>.

9. Fast Track Applications

If you can demonstrate having an Eligible Right in the Requested Name you may bypass the Advertisement Period by requesting Fast Track Processing.

9.1 You must request Fast Track Processing within 5 (five) Business Days of being contacted by the Registry with notice of receipt of your application.

9.2 If you do not request a Fast Track Application within the period specified above, then the Application will be published on the Registry-managed website <http://check.tickets> for up to 30 (thirty) days, via which website third parties may submit Competing Applications for the identical domain name(s).

9.3 For full terms and conditions on the Fast Track Application and Eligible Rights please see <http://tickets.tickets/policies>.

10. Privacy Policies

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain.

Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information. The full details of the Registry Privacy Policy which may be updated from time to time can be found at <http://tickets.tickets/policies>.

11. Obligations regarding information updates and accuracy

As a condition to continued registration of your domain, you must keep the Registration Information current, complete and accurate. You may access your Registration Information in the Registrar's possession to review, modify or update such Registration Information, by accessing the Registrar's domain manager service, or similar service, made available at the Registrar's website. In accordance with ICANN policies, you acknowledge and agree that if you wilfully provide inaccurate information or fail to update your Registration Information promptly will constitute a material breach of this Agreement and may result in the cancellation of your domain registration. You further agree that your failure to respond in less than ten (10) Business Days to inquiries by the Registrar concerning the accuracy of the Registration Information or immediately upon discovery of any wilful inaccuracy (including e.g. phone number of the type 555-1212, 000-0000) associated with your domain registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain registration.

12. Dispute resolution policy

You agree to be bound by the appropriate domain dispute resolution policies applicable to the .tickets domain that you have selected. The dispute policies can be found at <http://tickets.tickets/policies>. These dispute policies are a component of every Agreement and are hereby incorporated and made a part of this Agreement by reference.

You agree that you will be subject to the provisions specified in the dispute policies in effect at the time your domain registration is disputed. In the event a domain dispute arises, you will indemnify and hold Registrar and the Registry harmless. The dispute policies may be modified at any time by the Registry and your continued use of the domain registered to you after any such modification shall constitute your acceptance of the modified dispute policies and this Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled.

13. Acceptable Use Policy

The Registrant must comply with the .tickets Anti-Abuse and Acceptable Use Policy at <http://tickets.tickets/policies>. In support of the Registry's aim of protecting both rights holders and consumers, its Acceptable Use Policy prohibits certain activities including:

- a)** Selling fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other products including tickets;
- b)** Transmitting or redirecting to misleading information about the value, price, quality and/or availability of goods or services (including tickets);

- c) Transmitting or redirecting to misleading information concerning its relationship with a source of goods and services (including tickets);
- d) Breaching consumer protection regulations; or
- e) Impersonating others.

14. Additional Terms in relation to .tickets Acceptable Use Policy

All registrants must:

14.1 Comply with all obligations, imposed by ICANN, in connection with its Governmental Advisory Committee Advice;

14.2 Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse;

14.3 Generally conduct their activities in the interests of the consumers they serve and comply with consumer protection regulations; and

14.4 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, disclosure of data, and financial disclosure.

15. Agents and licensing

Subject to the Registry's prohibition on use of proxy and privacy services, you agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Agreement, including the dispute policies. The name listed as registrant of the domain or the appropriate officer of a listed organisation (at the Registrar's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you remain fully liable for any actions of the licensee using the domain.

16. Representations and warranties

In the event that, in registering the domain, you are providing information related to a third party or on behalf of an organisation or a company, you hereby represent and warrant that you: (a) are duly authorised to register the domain(s); (b) have provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement; and (c) have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate and that you are not a proxy.

17. Indemnification

This indemnification obligation shall survive the termination or expiration of the registration agreement.

17.1. Indemnification of the Registrar and the Registry

You will indemnify, hold harmless, and defend the Registry, the Registrar and all their subsidiaries and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Agreement or any of the Registry and or the Registrar's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy).

"Reasonable attorneys' fees and costs" includes without limitation fees and costs incurred to interpret or enforce this section. The Registrar and the Registry may, at its expense, employ separate counsel to monitor and participate in the defence of any Claim. The Registrar will provide you with reasonably prompt notice of any Claim.

17.2 Indemnification of ICANN and Registry

You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to the Registrar and the .tickets Registry and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same.