.XYZ – Terms and Conditions

In addition to your registration and/reseller agreement, the .XYZ Registry-Registrar Agreement ("**RRA**") terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. Each reseller expressly agrees to adhere to all obligations assumed by the registrar in Section 5 of the RRA (as set out in Appendix A).

Appendix A

5. REGISTRAR'S OBLIGATIONS

5.1 **Obligation to maintain a Registrar Agreement with CentralNic**. All Registrars as a condition precedent must enter into and maintain a Registrar Agreement with CentralNic.

5.2. **Accredited Registrar**. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar under the Registrar Accreditation Agreement (approved by ICANN in 2013) "RAA".

5.3 **Registrar's Resellers**

5.3.1 Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 5 of this Agreement.

5.3.2 Without prejudice of this, Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 5 of this Agreement.

5.4 **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar's discretion), or transfer of Registered Names and (ii) customer service and billing and technical support to Registrants. Notwithstanding the foregoing, Registrar reserves the right to stop sponsoring new registrations of Registered Names, and in such event, Registrar will not be required to provide registrations, renewals, redemptions or transfer of Registered Names. Registrar shall publish to Registrants emergency contact information for critical situations such as domain name hijacking.

5.**5 Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registrant. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with

Registrar's obligations to RO under this Agreement.

5.5.1 **Public Interest Commitments** Registrars at the time of registry shall notify registrants that they must comply with all applicable laws.

5.5.2 Further and in particular the Registrar will include in its registration agreement with registrants a provision requiring all registrants to comply with all applicable laws including 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.

5.5.3 and include 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.

5.5.4 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.

5.6 **Misrepresentation.** Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the relevant TLD(s).

5.7**. Indemnification Required of Registrants.** In its registration agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless RO 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 registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

5.8. **Compliance with Terms and Conditions.** Registrar shall comply with each

of the following requirements, and further shall include in its registration agreement with each Registrant, as applicable, an obligation for such Registrant to comply with each of the following requirements:

5.8.1. ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

5.8.2**.** operational standards, policies, procedures, and practices for the Registry TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards, policies, procedures, and practices and RO's Registry Agreement with ICANN. Additional or revised RO operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by RO to Registrar unless mandated by ICANN with a shorter notice period . 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.

5.9. Additional Requirements for Registration Agreement. In addition to the provisions of Section 5.5, 5.7, in its registration agreement with each Registrant, Registrar shall require such Registrant to:

5.9.1. 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 Section 4.4, including data escrow requirements as determined by ICANN for new gTLDs;.

5.9.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("URS") under its related rules and

5.9.3. correct and update the registration information for the Registered Name during the registration term for the Registered Name;

5.9.4. agree to be bound by the terms and conditions of the initial launch of

the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearing House 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 or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

5.9.5. acknowledge and agree that RO 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 RO , as well as its affiliates, subsidiaries, officers, directors, and employees and that of CentralNic; (4) per the terms of the registration agreement or (5) to correct mistakes made by RO or any Registrar in connection with a domain name registration. RO also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. RO will provide Registrar notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by RO (in respect of a domain sponsored by the Registrar).

5.9.6 As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:

i. The name of the Registered Name being registered;

ii. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;

iii. Unless automatically generated by the Registry System, the identity of the Registrar;

iv. Unless automatically generated by the Registry System, the expiration date of the registration; and

v. Public Access to Data on Registered Names.

vi. During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois

vii. Until RO otherwise specifies by means of a RO adopted specification or policy, the TLD Whois shall consist of the following elements:

a. The name being registered;

b. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

c. The identity of Registrar (which may be provided through Registrar's website);

d. The original creation date of the registration;

e. The expiration date of the registration;

f. The name and postal address of the Registrant;

g. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

i. The Registrar must have the consent of the Registrant to the use, copying, distribution, publication, modification, and other processing of Registered Domain Holder's Personal Data by RO and CentralNic and its designees and agents as necessary for the purposes of providing the domain name.

5.10 Upon receiving any updates to the data elements listed in this Section 5.9.6 from the Registrant, Registrar shall promptly, and no later than five (5) business days, update its database and provide such updates to the Registry Services Provider.

5.11 Business Dealings, Including with Registrant. Registrars must comply with the laws, rules and administrative regulations of the all relevant governmental agencies concerning the Internet.

5.12 TLDs domain names shall be registered on a first come, first served basis outside of pre-registration, auctions, sunrise and landrush phases.

5.13 Registrar shall require all Registrants to enter into an electronic or written registration agreement with Registrar.

5.14 The Registrant shall 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 authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 4.6.

5.15 A 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.

5.16 Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow - reasonable policies published by RO from time to time with respect to such complaints.

5.17. Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall control.