

Should you wish to register .bank names with us or transfer .bank names to our management, the Registry Operator, fTLD Registry Services, LLC, imposes certain conditions. As set out in our Terms and Conditions, by placing an order with us you unconditionally agree to be bound by these conditions as follows (in the paragraphs below, “Registered Name Holder” means the registrant of a .bank domain name and “Registrar” means Ascio Technologies Inc.):

Registry Operator reserves the right to deny, cancel or transfer any Registered Name registration or transaction, or place any Registered Name (s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration, or (iii) for the non-payment of Fees to Registry Operator.

Registered Name Holder consents to the collection and use by the Registry Operator of Personal Data (ie data about any identified or identifiable natural person).

Registered Name Holder 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. Registrar may take appropriate and lawful steps in the case of breach of this clause, including suspension of the relevant domain name(s).

Registered Name Holder agrees that if there is any dispute concerning the time of the entry of a Registered Name registration into the Registry System, the timestamp shown in the Registry System records shall control.

Registered Name Holder will comply with Registry Operator's policies and procedures, as they may be instituted or updated from time to time and published on the Registry Operator's website at <https://www.ftld.com/policies/>, including but not limited to:

- a. Acceptable Use / Anti-Abuse Policy
- b. Name Allocation Policy
- c. Name Selection Policy
- d. Privacy Policy
- e. Registrant Eligibility Policy
- f. Registrant Eligibility Dispute Resolution Policy
- g. Reserved Names Challenge Policy
- h. Sunrise Dispute Resolution Policy
- i. Whois Access Policy

Registered Name Holder agrees to indemnify, defend and hold harmless the Registry Operator, Registry Operator's back-end registry service provider, Registry Operator's registry verification agent, and other contractually obliged vendors of Registry Operator, and in each case their affiliates, partners, subcontractors, subsidiaries, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors, and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action, or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with, the Registered Name Holder's domain name registration. This obligation shall survive the termination or expiration of Registrar's Terms and Conditions.

Registered Name Holder shall comply with each of the following requirements:

- a. ICANN standards policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Operator's ICANN Registry Agreement or other arrangement with ICANN.
- b. Registry Operator's operational requirements, including those set forth on Registry Operator's website at <https://www.ftld.com/resources>.
- c. any and all applicable national, state or local law, regulation or court order in relation to its operations and registrations of .BANK.
- d. all Public Interest Commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time-to-time) and community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time-to-time).
- e. Registry Operator's Security Requirements as set forth on the Registry Operator's website at <https://www.ftld.com/WP/wp-content/uploads/2014/12/FTLD-Security-Requirements-20141217.pdf> and <https://www.ftld.com/enhanced-security>
- f. Registered Name Holder may not use privacy or proxy registration services in registering or maintaining domain name registrations with .BANK.