

.SELECT – Terms and Conditions

In addition to your registration agreement, the .SELECT 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. Pricing. Registered Name Holder shall expressly agree to the price of a Domain Name and acknowledge that price for the creation of a Domain Name may be greater than or less than the price for the renewal of that Domain Name.

2. Malicious Conduct. Registered Name Holder is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, sending unsolicited bulk email or spam or otherwise engaging in activity contrary to applicable law. Consequences for breach of this requirement include, but are not limited to, exercise of our rights under Section 7 of this Exhibit A.

3. Use of Personal Data. Registered Name Holder consents to the use, copying, distribution, publication, modification and other processing of Registered Name Holder’s Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry Operator Published Policies and all other purposes of collection notified to Registrar by Registry Operator.

4. Rights Protection Mechanisms. Registered Name Holder will adhere to any policies, rules or procedures applicable under the ICANN RPMs, submit to any proceedings brought in relation to the ICANN RPMs, and acknowledge any potential consequences of the ICANN RPMs including, but not limited to, the potential for a Domain Name to be locked pursuant to the Uniform Rapid Suspension rules.

5. Updating Registration Information. Registered Name Holder will immediately correct and update the registration information for the Domain Name during the registration term for the Domain Name.

6. Compliance with Registry Requirements. Registered Name Holder’s use of the Domain Name shall comply with all applicable Registry Requirements, including, but not limited to, Registry Operator Published Policies.

7. Right to Deny, Cancel or Transfer a Registration. Registered Name Holder acknowledges and agrees that Registry Operator 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:

- (a) to protect the integrity and stability of the registry;
- (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- (c) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (d) per the terms of the registration agreement;

(e) to correct mistakes made by Registry Operator or any Registrar in connection with a Domain Name registration;

(f) to enforce the Registry Requirements; and

(g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD(s). Registry Operator also reserves the right to lock, hold or place a similar status a Domain Name during resolution of a dispute. Registry Operator shall have no liability to of any kind to Registered Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

8. Representations and Warranties. By submitting a request for a Domain Name, Registered Name Holder represents and warrants that:

- (a) to its knowledge, the registration of the requested Domain Name does not and will not infringe upon or otherwise violate the rights of any third party;
- (b) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain Name for an unlawful purpose;
- (c) it will not knowingly use the Domain Name in violation of any applicable laws or regulations or of the rights of any third parties; and
- (d) that it will use the Domain Name in accordance with the Registry Requirements.