

.SWISS– Terms and Conditions

In addition to your registration agreement, the Swiss Confederation, - 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. The Registrar shall not insert or renew any domain name in the Swiss Confederation System in a manner contrary to

- (i) any ICANN consensus policy stating a list or specification of excluded names that is in effect at the time of insertion or renewal,
- (ii) any list of names to be reserved from registration as required by the Registry or
- (iii) any reservation within the meaning of Art. 26 of the Swiss Ordinance on Internet Domains of 5 November 2014.

2. Acceptance of Registry Policies. The Registrar must comply with and oblige its Registrants to adhere to and comply with the Swiss Confederation Policies (http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf) adopted by the Swiss Confederation. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registry Policies, which Registrants must accept prior to registration.

3. Indemnification. In the Registration Agreement, Registrant is required to acknowledge and agree that:

- (i) the Registrant is fully responsible for the registration and use of the registered domain name; and that
- (ii) the Registrant shall indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry as well as the Swiss Confederation directors, officers, employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or in relation to Registrant’s domain name registration and/or use.

4. Reservation of Rights. Registrants are obliged to expressly agree in the Registration Agreement that the Swiss Confederation reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, block, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- a) protect the integrity, security, and stability of the Registry System;
- b) comply with all applicable laws and regulations or with any dispute resolution process;
- c) avoid any liability of the Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- d) stop or prevent any violations of any terms and conditions of this Agreement;
- e) correct mistakes made by the Registry or any registrar in relation to a domain name registration; and
- f) ensure compliance with ICANN and/or Registry Policies.

5. Data Update. Registrants must oblige to immediately correct and update the registration information for the registered name during the registration term.

6. Domain Name Dispute Resolution. Registrants must adhere and comply with all applicable ICANN or Swiss Confederation mandated policies and procedures for the resolution of disputes concerning domain names registered in the Swiss Confederation System.

7. Public Interest Commitments. Registration Agreement will include a specific provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. The Registrar must also provide the Registrant with a description of the potential consequences for such activities, including suspension (block) of the domain name.

8. Registry as Third-Party Beneficiary. Swiss Confederation is a third-party beneficiary of the Registration Agreement. The Registrar acknowledges that the Swiss Confederation is a third-party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement. The Swiss Confederation shall in no case benefit from this provision to engage Registrar's customers for domain name registration marketing oriented activities.

9. Verification of Compliance. Registrants must adhere to and comply with the Swiss Confederation Policies (http://www.dot.swiss/images/pdf/Policy_GRP_e.pdf) adopted by the Registry. Specifically, the Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registration Policies, which Registrants must explicitly accept prior to registration.