

# **SCHEDULE '1'**

## **PROVISIONS SPECIFIC TO ".CA" TLDs**

The provisions of this Schedule is specific to the Internet .ca ccTLD domain name or sub domain name, as well as your registration of that domain name. To complete the registration process for a .ca ccTLD, you must also have read, understood, and agreed to be bound by all terms and conditions of the Canadian Internet Registration Authority ("CIRA") dispute resolution policy (the "Dispute Policy") that is incorporated herein and made a part of this Agreement by reference and can be viewed on the CIRA website ([www.cira.ca](http://www.cira.ca)), and any rules or policies that are or may be published by DomainPeople from time to time.

### **1. Company Abstract**

DomainPeople is a certified registrar with CIRA for the .ca ccTLD. and has been granted full rights to provide Internet domain registration services for second-level domain names and sub domain names within the .ca top-level domain. CIRA oversees the domain name system management for .ca ccTLD.

As a CIRA certified domain name registrar, DomainPeople is, upon accepting your domain name registration application, your sponsor for that application. All domain name registrations DomainPeople registers for .ca are not effective until DomainPeople has delivered the required domain name registration information you provide DomainPeople to the CIRA for the .ca ccTLD, as applicable, and CIRA for the .ca ccTLD (currently CIRA) puts into effect your domain name registration. You agree and acknowledge that DomainPeople is not liable or responsible in any way for any errors, omissions or any other actions by the CIRA arising out of or related to your application and receipt of, or failure to receive, a domain name registration.

You further agree to indemnify, defend and hold harmless CIRA and DomainPeople and their directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your domain name registration.

### **2. Fees**

You or the .ca Registrar Service Provider (RSP) on your behalf, will be responsible to pay for all fees associated with domain name services provided by DomainPeople. You will be notified directly by DomainPeople or your RSP when renewal fees are due, and it shall be your responsibility to ensure that such fees are paid. Payment must be made by credit card or such other method as DomainPeople may indicate in the registration renewal form. Should these fees go unpaid by the time specified in the renewal notice, your registration will be cancelled. You agree that DomainPeople shall have no liability whatsoever with respect to any such cancellation. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, cancelled or transferred prior to the end of your then current registration term. DomainPeople reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Your requested domain name will not be registered unless DomainPeople receives actual payment of the registration fee, or reasonable assurance of payment of the registration fee from some other entity (such reasonable assurance as determined by DomainPeople in its sole discretion).

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to DomainPeople as the paying entity for that registration to CIRA and that DomainPeople reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. DomainPeople will reinstate your domain name registration solely at its discretion, and subject to the receipt of the initial registration or renewal fee and our then-current reinstatement fee. The reinstatement fee is currently set at US\$200.

### **3. Dispute Policy**

You agree to be bound by any dispute resolutions which CIRA may adopt from time to time, including but limited to the CIRA Dispute Policy. The CIRA Dispute Policy can be found at the CIRA website <http://www.cira.ca>. Any disputes regarding the right to use your domain name will be subject to the Dispute Policy. You agree to indemnify DomainPeople against all claims, demands, and proceedings.

You agree that you will be subject to the provisions specified in the Dispute Policy in effect at the time your domain name is challenged by a third party. You also agree that in the event a domain name dispute arises with any third party, you will indemnify and hold DomainPeople harmless pursuant to the terms and conditions contained in the Dispute Policy.

#### **4. Changes to Registration Agreement and Dispute Policy**

You acknowledge and accept that the domain name system and the practice of registering and administering domain names are evolving, and therefore you agree that DomainPeople may modify this Agreement if necessary to comply with its obligations as required by CIRA, and any other agreements that DomainPeople is currently bound by or will be bound by in the future, as well as to adjust to changing business circumstances. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement with the new modifications. If you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy.

#### **5. Domain Name Registration Information and Its Use**

You acknowledge and agree that DomainPeople will make available domain name registration information you provide or that DomainPeople otherwise maintains to CIRA, to the registry administrator(s), and to other third parties as CIRA and applicable laws may require or permit. You further agree and acknowledge that DomainPeople may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or for targeted marketing and other purposes as required or permitted by CIRA and applicable laws.

Additionally, you acknowledge and accept that CIRA may establish guidelines, limits and/or requirements that relate to the amount and type of information that DomainPeople may or must make available to the public or to private entities, and the manner in which such information is made available.

You may access your domain name registration information in DomainPeople's possession to review, modify or update such information, by accessing the DomainPeople Account Management online forms, or similar service, made available at our Web site (<http://www.domainpeople.ca>).

DomainPeople will take reasonable precautions to protect the information it obtains from you from DomainPeople's loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

You agree and accept that you will not submit an application for registration or a domain name or the renewal, transfer, modification or cancellation of a domain name registration or any other request or transaction with respect to a domain name registration on behalf of a non-existent individual, a corporation, a partnership, a trust, an unincorporated organization, association or club, the government of a country or any political subdivision thereof, or any agency or department of any such government, any of the individuals or entities listed in the Canadian Presence Requirements for Registrants and the executors, administrators or other legal representatives of an individual in any of such capacities ("Person") or on behalf of any Person which has not requested that you make such application or request on behalf of such Person.

You agree and accept that you will not engage in any direct or indirect activity which is designed to bring, or may have the effect of bringing, DomainPeople or CIRA into disrepute or which interferes with DomainPeople or CIRA's operations.

#### **6. Required CIRA Terms**

(a) CIRA may, at its option, extend any period for the registration of a domain name at no charge to you (the "Registrar") or DomainPeople for such further period of time as CIRA may determine, in its sole discretion;

(b) The Registrant agrees that neither CIRA nor DomainPeople shall be liable to the Registrant for any loss, damage or expense arising out of CIRA's failure or refusal to register a domain name, CIRA's failure or refusal to renew a domain name registration, CIRA's registration of a domain name, CIRA's failure or refusal to renew a domain name registration, CIRA's renewal of a domain name registration, CIRA's failure or refusal to transfer a domain name registration, CIRA's transfer of a domain name registration, CIRA's failure or refusal to maintain or modify a domain name registration, CIRA's maintenance of a domain name registration, CIRA's

modification of a domain name registration, CIRA's failure to cancel a domain name registration or CIRA's cancellation of a domain name registration from the registry;

(c) In no event shall the Registrant pursue any claim against CIRA or DomainPeople, and in no event shall CIRA or DomainPeople be liable for any direct, indirect, special, punitive, exemplary or consequential damages including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages or arising from any breach by DomainPeople of its obligations under any agreement between DomainPeople and the Registrant or the Registrar Agreement between CIRA and DomainPeople (the "CIRA Registrar Agreement");

(d) Registration of the Registrant's selected domain name in its first application to CIRA shall not be effective until the Registrant has entered into and agreed to be bound by CIRA's Registrar Agreement. CIRA's Registrar Agreement is located on the CIRA website at <http://www.cira.ca>;

(e) DomainPeople shall immediately give notice to the Registrant in the event that DomainPeople is no longer a CIRA certified registrar, has had its certification as a CIRA certified Registrar suspended or terminated or the Registrar Agreement between CIRA and DomainPeople is terminated or expires. CIRA may post notice of such suspension, termination or expiry on its website and may, if CIRA deems appropriate, give notice to the Registrant thereof;

(f) In the event that DomainPeople is no longer a CIRA certified registrar, has had its certification as a CIRA certified registrar suspended or terminated or in the event the Registrar Agreement between CIRA and DomainPeople is terminated or expires, each Registrant shall be responsible for changing its registrar of record to a new CIRA certified registrar within thirty (30) days of the earlier of notice thereof being given to the Registrant by (i) DomainPeople or (ii) CIRA in accordance with CIRA's then current Registration Rules; provided, however, that if any of the Registrant's domain name registration(s) is scheduled to expire within thirty (30) days of the giving of such notice, then the Registrant shall have thirty (30) days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with the CIRA Registration Rules;

(g) The Registrant acknowledges and agrees that, should there be insufficient funds prepaid by DomainPeople in the CIRA Deposit Account to be applied in payment of any Fees, CIRA may in its sole discretion stop accepting applications for domain name registrations from DomainPeople, stop effecting registrations of domain names and transfers, renewals, modifications and cancellations of domain name registrations requested by DomainPeople and stop performing other billable transactions requested DomainPeople not paid in full and CIRA may terminate the CIRA Registrar Agreement;

(h) The Registrant shall not, directly or indirectly, through registration or use of its domain name or otherwise:

- (i) violate or contribute to the violation of the intellectual property rights or other rights of any other Person;
- (ii) defame or contribute to the defamation of any other Person; or
- (iii) unlawfully discriminate or contribute to the unlawful discrimination of any other Person;

(i) The Registrant agrees that CIRA shall not be responsible for the use of any domain name in the Registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened claim against a registrar or a registrant, including one relating to a registered or unregistered trade-mark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other Person;

(j) CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between CIRA and DomainPeople, including without limitation, the Certification and Re-certification Requirements, the Registration Rules, the Fees and the other Rules and Procedures and to adopt new Rules and Procedures not yet in effect. Any such amendment will be binding and effective on DomainPeople thirty (30) days after CIRA gives notice of such amendment by email to DomainPeople. DomainPeople and the Registrant agree to promptly amend the agreement between DomainPeople and the Registrant to reflect any amendments to Section 4.2 of the CIRA Registrar Agreement; and

(k) The Registrant acknowledges and agrees that registration of a domain name does not create any proprietary right for any Registrant, DomainPeople or any other Person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry or in the "WHOIS" look

up system of the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

## **7. Agents and Licenses**

You agree that, if you are registering a domain name for someone else, you represent that you have the authority to bind that person as a principal to all terms and conditions provided herein, including the CIRA Dispute Policy.

You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate administrative, technical, and billing contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.

## **8. Breach and Revocation**

DomainPeople reserves the right to suspend, cancel, transfer or modify your domain name registration for reasons including but not limited to:

- (a) your material breach of this Agreement (including the Dispute Policy) and not curing such breach within thirty (30) days of notice by DomainPeople;
- (b) your use of the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet;
- (c) your use of your domain name in connection with unlawful activity; or
- (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement.

You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any CIRA procedure, by any registrar (including DomainPeople) or registry administrator procedures approved by a CIRA-adopted policy, (i) to correct mistakes by DomainPeople, another registrar or the registry administrator in administering the name or (ii) for the resolution of disputes concerning the domain name.

You also agree that DomainPeople shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as DomainPeople receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration.

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## **SCHEDULE '2'**

### **PROVISIONS SPECIFIC TO ".BIZ" TLDs**

**a. ".BIZ" Restrictions of Use.** Registrations in the ".BIZ" TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the ".BIZ" Registration restrictions, the "bona fide business or commercial purposes" shall mean the bona fide use or bona fide intent to use the Domain or any content, software, materials, graphics, or other information therein to permit Internet users to access one or more host computers through the Domain Name System ("DNS") to exchange, or facilitate the exchange of, goods, services, information, or property of any kind, or to carry on in the ordinary course of trade or business. Registering a Domain solely for the purposes of offering, selling, trading, or leasing the Domain for compensation does not constitute a "bona fide business or commercial purpose" of that Domain.

**b. ".BIZ" Certification.** As a ".BIZ" Registrant, you hereby certify that to the best of your knowledge:

1. the Domain shall be used primarily for bona fide business or commercial purposes, where a bona fide business use is one of the following:
  - (a) to exchange of goods, services, or property of any kind;
  - (b) in the ordinary course of trade or business; or
  - (c) to facilitate (i) the exchange of goods, services, information, or property of any kind; or (ii) the ordinary course of trade or business;
2. the Domain shall not be used exclusively for personal use;
3. the Domain shall not be used solely for the purposes of offering, selling, trading, or leasing the Domain for compensation;
4. the Registrant has the authority to enter into the Registration agreement; or
5. the Domain is reasonably related to the Registrant's business or intended commercial purpose at the time of Registration.

**c. Provision of Registration Data.** As part of the Registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:

1. your full name;
2. your postal address;
3. your e-mail address;
4. your voice telephone number;
5. your fax number (if applicable);
6. the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
7. the IP addresses of the primary nameserver and any secondary nameserver for the Domain;
8. the corresponding names of the primary and secondary nameservers;
9. the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the Domain; and
10. any remark concerning the Domain that should appear in the Whois directory.

You agree and understand that the foregoing Registration data shall be publicly available and accessible on the Whois directory as required by ICANN and/or Registry policies, and may be sold in bulk in accordance with the ICANN agreement.

**d. Inaccurate or Unreliable Data.** You hereby represent and warrant that the data provided in the Registration Order is and shall continue to be true, current, complete, and accurate at all times. The following shall constitute breach of this Agreement with regards to your provision of information:

1. Your provision of any false, outdated, incomplete, unreliable, or inaccurate information;
2. Your failure to promptly update any information provided to DomainPeople;
3. Your failure to respond, for over five (5) calendar days, to DomainPeople's inquiries addressed to the e-mail address of the administrative, billing, or technical contact then appearing in the Whois directory with respect to a Domain concerning the accuracy of contact details associated with any Registration by or through you or your account.

Any information collected by us concerning an identified or identifiable natural person ("Personal Data") shall be used in connection with the Registration and for the purposes of this Agreement, and as required or permitted by the ICANN agreement or any ICANN and/or Registry policies.

**e. ".BIZ" Domain Dispute Policy.** If you reserved or registered a ".BIZ" Domain through us, you agree to be bound by the Dispute Policy contained in this Agreement. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (i) Uniform Domain Dispute Resolution Policy ("UDRP"), available at <http://www.icann.org/udrp/udrp.htm>; and (ii) Restrictions Dispute Resolution Policy ("RDRP"), available at <http://www.neustarregistry.biz/node/51>.

**f. "UDRP".** The UDRP sets forth the terms and conditions in connection with a dispute between Registrant and any party other than the Registry or registrar over the Registration and use of an Internet Domain registered by you.

**g. "RDRP".** The RDRP sets forth the terms and conditions under which any allegation that a Domain is not used primarily for business or commercial purposes shall be enforced on a case-by-case and fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Registration restrictions shall be enforced directly by or through the Registry. The Registry shall not review, monitor, or otherwise verify that any particular Domain is being used primarily for business or commercial purposes or that a Domain is being used in compliance with the SUDRP or UDRP processes.

**h. Dispute Policy Modifications.** You agree that DomainPeople, at DomainPeople's sole discretion, may modify the Dispute Policy. DomainPeople shall post any such modification on the DomainPeople's web site (the "Web Site") at least thirty (30) calendar days before the modification becomes effective. You agree that, by maintaining the reservation or Registration of your Domain after modifications to the Dispute Policy become effective, you have agreed to these modifications. If you do not agree to any such modification, you may terminate this Agreement. We shall not refund any fee paid by you if you terminate this Agreement.

**i. Domain Disputes.** You agree that, if your use of the DNR Services is challenged by a third party, you shall be subject to the provisions specified in the Dispute Policy in effect at the time of the third party challenge. You agree that in the event a Domain dispute arises with any third party, you shall indemnify and hold DomainPeople, and DomainPeople's executives, directors, officers, managers, employees, consultants, and agents, harmless pursuant to this Agreement. If DomainPeople is notified that a complaint has been filed with a judicial or administrative body regarding your use of the DNR Services, you agree not to make any changes to your Domain record without DomainPeople's prior approval. DomainPeople reserves the right to deny you permission to make changes to such Domain record until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) DomainPeople receives notification by you and the other party contesting your Registration and use of the DNR Services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of the DNR Services, we may deposit control of your Domain record into the Registry of the judicial body by supplying a party with a registrar certificate from us.

**j. Reservation of Rights.** DomainPeople and the ".BIZ" Registry (NeuStar, Inc.) expressly reserve the right to deny, cancel, transfer, or modify any Registration that DomainPeople or the ".BIZ" Registry deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules, or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of DomainPeople and/or NeuStar, Inc., as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. DomainPeople and NeuStar, Inc. also reserve the right to freeze a Domain during resolution of a dispute.

**k. Registration Term.** Registration terms range from two (2) to ten (10) years for ".BIZ" Domains.

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## **SCHEDULE '3'**

### **PROVISIONS SPECIFIC TO ".INFO" TLDs**

In the case of a ".INFO" TLD Registration, the following additional terms and conditions shall apply:

- a. Registrant's Personal Data.** You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Identity Digital Inc. and its subsidiaries (including Identity Digital Domains Limited), the ".INFO" Registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its registry agreement with ICANN and applicable privacy policies.
- b. Submission to UDRP.** Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), available at <https://www.icann.org/resources/pages/help/dndr/udrp-en>.
- c. Registration Information.** Registrant agrees to immediately correct and update the Registrant Information for the registered name during the Registration term. Failure to correct such information shall constitute a breach of this Agreement.

- d. Reservation of Rights.** Registrar and Identity Digital Inc., the Registry for ".INFO", expressly reserve the right to deny, cancel, transfer, or modify any Registration that either registrar or Identity Digital Inc. deems necessary, at its discretion, to protect the integrity and stability of the Registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Identity Digital Inc., as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Identity Digital Inc. also reserve the right to freeze a Domain during resolution of a dispute.
- e. Third Party Beneficiary.** Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Identity Digital Inc. is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Identity Digital Inc. have vested and that Identity Digital Inc. has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .info top-level domain. Additionally, the third party beneficiary rights of Identity Digital Inc. shall survive any termination or expiration of this Agreement.
- f. Compliance with Registry Policies.** Registrant shall comply with all operational standards, policies, procedures, and practices for the .INFO Registry TLD established from time to time by Identity Digital Inc. in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement with ICANN. Current policies are available at <https://www.identity.digital>.
- g. Indemnification.** Registrant agrees to indemnify, defend, and hold harmless Identity Digital Inc., DomainPeople, and their respective parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, subcontractors, predecessors, successors, and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with Registrant's domain name registration and use. This obligation shall survive the termination or expiration of this Agreement for any reason.
- h. Registration Term.** Registration terms range from one (1) to ten (10) years for ".INFO" Domains.

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## SCHEDULE '4'

### PROVISIONS SPECIFIC TO ".US" TLDs

In the case of a ".US" TLD Registration, the following additional terms and conditions apply shall:

**a. Eligibility to Register.** To be eligible to register a ".US" Domain, you must be a U.S. citizen or resident, or a business or organization, including federal, state, and local government with a bona fide presence in the U.S. Therefore, if you are registering a ".US" Domain, you certify and warrant that you satisfy at least one of the following U.S. Nexus Requirements (as published online at <http://www.neustar.us/ustld-nexus-codes/>) ("Nexus Requirements"):

1. *Category 1* – A natural person (1) who is a citizen or permanent resident of the U.S. or any of its possessions or territories or (2) whose primary place of domicile is in the U.S. or any of its possessions, or
2. *Category 2* – Any entity or organization (1) that is incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the U.S. possessions or territories, or (2) organized or otherwise constituted under the laws of a state of the U.S., the District of Columbia, or any of its possessions or territories, or
3. *Category 3* – An entity or organization (including federal, state, or local government of the U.S., or a political subdivision thereof) that has a bona fide presence in the U.S. See section B.3.1 of the NeuStar proposal to the Department of Commerce (found at <http://www.neustar.us/policies/index.html>) for details concerning what constitutes a "bona fide presence."

**b. Maintenance of Eligibility.** You agree to continually satisfy the requirement that all “.US” Domain Registrants maintain the Nexus Requirements.

**c. Additional Requirements.** Registrants are required to provide certain additional Nexus information. Except where noted that a Registration shall be denied if information is missing, failure of a Registration to satisfy Nexus Requirements shall result in the Domain being placed upon a thirty (30) day hold during which time the Registrant shall be notified and given the opportunity to correct the information. If Registrant takes no action within the thirty (30) day period, the Registration shall be cancelled and the Domain shall be returned to available status. The Registration fee shall not be refunded. If, on the other hand, the Registrant is able to demonstrate compliance with the requirement and the information is corrected, the hold shall be released and the Domain shall be registered. The Registrant must also satisfy the following additional conditions for the applicable Nexus Category:

1. Certification that the Registrant satisfies the Nexus Requirements. If not completed, then Registration shall be cancelled;
2. Basis for compliance (Nexus Requirement Category 1, 2, or 3);
3. Certification that the listed name servers are located within the U.S. If not completed, then Registration shall be rejected.

**d. Sunrise Period.** During the Sunrise Period, you shall be able to submit only one (1) Registration Order for each Domain based on the corresponding trademark serial number. If you submit more than one (1) Registration Order for the same Domain based on the same trademark registration, only one of those Applications (as determined by DomainPeople) shall be included in the final randomization.

**e. Eligibility for Sunrise.** To be eligible for the Sunrise Period, your trademark application or registration must be contained in the Principal register at the United States Patent and Trademark Office (“USPTO”). The trademark registration or application must be based on words or textual marks, not on logos or designs. For the purposes of the Sunrise Period, trademarks and service marks are treated the same way.

**f. Trademark International Class.** The “Trademark International Class” field must contain at least one (1) of the following valid codes:

Class 1: Chemicals  
Class 2: Paints  
Class 3: Cosmetics and Cleaning Preparations  
Class 4: Lubricants and Fuels  
Class 5: Pharmaceuticals  
Class 6: Metal Goods  
Class 7: Machinery  
Class 9: Electrical and Scientific Apparatus  
Class 10: Medical Apparatus  
Class 11: Environmental Control Apparatus  
Class 12: Vehicles  
Class 13: Firearms  
Class 14: Jewelry  
Class 15: Musical Instruments  
Class 16: Paper Goods and Printed Matter  
Class 17: Rubber Goods  
Class 18: Leather Goods  
Class 19: Nonmetallic Building Materials  
Class 20: Furniture and Articles not otherwise classified  
Class 21: Housewares and Glass  
Class 22: Cordage and Fibers  
Class 24: Fabrics  
Class 25: Clothing  
Class 27: Floor Coverings  
Class 28: Toys and Sporting Goods  
Class 29: Meats and Processed Foods  
Class 30: Staple Foods  
Class 31: Natural Agricultural Products  
Class 32: Light Beverages  
Class 33: Wine and Spirits  
Class 34: Smokers' Articles



Class 35: Advertising and Business  
Class 36: Insurance and Financial  
Class 37: Building Construction and Repair  
Class 38: Telecommunications  
Class 39: Transportation and Storage  
Class 40: Treatment of Materials  
Class 41: Education and Entertainment  
Class 42: Miscellaneous  
Class 200: Collective Trademarks or Service Marks  
Class A: Goods Certification Mark  
Class B: DNR Services Certification Mark

If you have applied for, or have already registered, a trademark with the USPTO in more than one (1) International Class of Goods and DNR Services, you only need to list one (1) International Class of Goods or DNR Services on your Registration Order.

**g. Domain Dispute Resolution.** Any dispute regarding your .US Domain will be governed by the terms of the United States Dispute Resolution Policy ("usDRP") and/or the Nexus Dispute Policy ("NDP") as applicable. You understand and agree that, in the event of a dispute, you will comply with the terms of the applicable policy as identified at:

- (i) usDRP at <http://www.neustar.us/ustld-dispute-resolution-policy/>
- (ii) NDP at <http://www.neustar.us/nexus-dispute-policy/>

**In the event that** a third party submits to the ".US" TLD Administrator ("Administrator") a dispute regarding your .US Domain, DomainPeople shall place the Domain in "Registry Hold" until the matter is resolved. While the Domain is on Registry Hold, the you must not change any of the contact information for that particular Domain, or transfer the Domain to any third party. You understand and agree that the decision of the usDRP or the NDP process is final, and you further understand and agree that such decision may result in the deletion of the Domain from the Registry such that it becomes available to the public. You expressly agree that DomainPeople shall not be liable for a deletion or termination of a Registration as a result of the usDRP or NDP process.

**h. Reservation of Rights.** The Administrator reserves the right to modify the usDRP or NDP at any time. The Administrator shall post its revisions on the Administrator's web site (above) at least thirty (30) days before it becomes effective. The Administrator also reserves the right to deny, cancel, transfer, or modify any Registration that it deems necessary, in its discretion, (1) to protect the integrity and stability of the Registry, (2) to comply with any applicable law, government rule or requirement, request of law enforcement, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of the Administrator, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by the Administrator or any registrar in connection with Registration. The Administrator also reserves the right to freeze a Domain during resolution of a dispute.

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## SCHEDULE '5'

### PROVISIONS SPECIFIC TO ".CN" TLDs

In the case of a ".CN" TLD Registration, the following additional terms and conditions shall apply:

**a. Representations and Warranties.** You represent and certify that, to the best of your knowledge and belief, (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party, (ii) you have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder, (iii) you are of legal age to enter into this Agreement, and (vi) you agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Center ("CNNIC"), including but not limited to the following rules and regulations: (i) China Internet Domain Name Regulations (currently at <http://www.cnnic.net.cn/html/Dir/2005/03/24/2861.htm>); (ii) CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at <http://www.cnnic.cn/html/Dir/2003/11/20/1379.htm>); (iii)

CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/html/Dir/2003/12/12/1977.htm>); and (iv) Rules for CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/html/Dir/2006/03/15/3655.htm>).

**b. Provision of Registration Data.** As part of the registration process, you are required to provide DomainPeople with any other data that CNNIC, as the Registry, requires be submitted to it. You agree and understand that the foregoing Registration data shall be publicly available and accessible on the Whois directory pursuant to the CNNC Policy. Any information collected by DomainPeople concerning an identified or identifiable natural person ("Personal Data") shall be used in connection with the Registration of your Domain(s) and for the purposes of this Agreement and as required or permitted by the CNNIC.

**c. Business or Organization Representation.** The ".CN" TLD space is intended for businesses and organizations and not for individual use. By registering a ".CN" Domain, you hereby represent that you have registered the Domain on behalf of a business or organization.

**d. Maximum Term.** The maximum term for a Domain Registration in the ".CN" TLD shall be five (5) years. Registrations shall be available for terms of one (1), two (2), three (3), four (4), and five (5) years.

**e. Prohibited Uses for ".CN" Domains.** You may not register or use a Domain that is deemed by CNNIC to:

1. Be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC");
2. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;
3. Harm national honor and national interests of the PRC;
4. Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
5. Violate the PRC's religion policies or propagate cult and feudal superstition;
6. Spread rumors, disturb public order or disrupt social stability of the PRC;
7. Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
8. Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
9. Take any other action prohibited in laws, rules, and administrative regulations of the PRC.

**f. True Registrant of Domain.** By registering a ".CN" Domain, you shall be responsible for providing full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Domain. You accept liability for harm caused by wrongful use of the Domain.

**g. Domain Dispute Policy.** If you have registered a second or third-level ".CN" Domain through DomainPeople, you agree to be bound by the *CNNIC Domain Name Dispute Resolution Policy & Rules for CNNIC Domain Name Dispute Resolution Policy* ("CNNIC Dispute Policy"), <http://www.cnnic.net.cn/ruler/20.shtml>, which is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time, and which are hereby incorporated and made an integral part of this Agreement.

**h. Domain Disputes.** You agree that, if your use of DomainPeople's DNR Services is challenged by a third party, you shall be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a Domain arises with any third party, you shall indemnify and hold DomainPeople, CNNIC, and NeuStar, Inc. ("Registry Gateway Provider"), harmless pursuant to the terms and conditions set forth in this Agreement. If DomainPeople is notified that a complaint has been filed with a judicial or administrative body regarding your use of DomainPeople's DNR Services, you agree not to make any changes to your domain name record without our prior approval. DomainPeople may, at its sole discretion, not allow you to make changes to such Domain record until (i) DomainPeople is directed to do so by the judicial or administrative body, or (ii) DomainPeople receives notification by you and the other party contesting your Registration and use of DomainPeople's DNR Services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your Registration and use of DomainPeople's DNR Services, DomainPeople may deposit control of your Domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

**i. Jurisdiction.** For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where DomainPeople is located, and 3) the People's Republic of China.

**j. Governing Law.** For the adjudication of a dispute concerning or arising from use of a ".CN" Domain, such dispute shall be governed under the Laws of the Peoples Republic of China.

**k. Suspension, Cancellation, or Transfer.** You agree that your Registration of a ".CN" Domain shall be subject to suspension, cancellation, or transfer pursuant to any CNNIC adopted specification or policy, or pursuant to any registrar or CNNIC procedure not inconsistent with a CNNIC adopted specification or policy, (1) to correct mistakes by Registrar or the CNNIC in registering the Domain or (2) for the resolution of disputes concerning the Domain.

**l. Indemnification.** You shall indemnify and hold harmless the [Registrar], Registry Gateway Provider and CNNIC and their directors, officers, employees, representatives, agents, affiliates, and stockholders from and against any and all claims, suits, actions, other proceedings, damages, liabilities, costs and expenses of any kind, including without limitation reasonable legal fees and expenses, arising out of or relating to the Registrant's (i) domain name registration and (ii) use of any of a domain name.

**m. Reservation by CNNIC and Registry Gateway Provider.** DomainPeople, the Registry Gateway Provider, and CNNIC reserve the right to deny, cancel, or transfer any Domain and/or Registration that they deem necessary, in their 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, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of CNNIC, the Registry Gateway Provider, or DomainPeople, as well as their affiliates, parent companies, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by Registry Gateway Provider, CNNIC, or any registrar in connection with a ".CN" Domain Registration. CNNIC, Registry Gateway Provider, and DomainPeople also reserve the right to freeze a Domain during resolution of a dispute.

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## SCHEDULE '6'

### PROVISIONS SPECIFIC TO ".PRO" TLDs

In the case of a ".PRO" TLD Registration, the following additional terms and conditions shall apply:

**a. Registry Operator.** You acknowledge that the Registry, Identity Digital Limited, shall be the provider of registry services with respect to (a) your Registration Order for a ".PRO" Domain; and (b) in the event such Registration Order is accepted, for all ongoing services with respect to the ".PRO" Domain. You further acknowledge that the Registry shall have no obligation to provide such services to you and that your use of the service is subject to your acceptance of and compliance with this Agreement, including the regulations and restrictions contained herein this Schedule 6 and in the policies described below. You agree that you have no contractual relationship whatsoever with Identity Digital Limited except as a third party beneficiary and that you are not a third party beneficiary of any agreement between Identity Digital Limited and DomainPeople except as expressly provided herein. However, you acknowledge that Identity Digital Limited is a third party beneficiary of this Agreement with the right to enforce against you those provisions of the Agreement that may affect Identity Digital Limited.

**b. Eligibility Requirements.** As of November 16, 2015, the .PRO TLD is unrestricted and available for registration by any individual or entity without professional verification requirements. There are no eligibility restrictions for second-level .PRO domain registrations.

**c. Information.** As part of the Registration process, you are required to provide us with certain information and to update this information to keep it current, complete, and accurate. You must provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to your Registration of a ".PRO" Domain. You understand and agree that this contact information shall be provided as part of the WHOIS record for your Domain. You further understand that the Registry may share the foregoing Registration data with third parties that act as subcontractors to it for the purpose of this

Agreement, and you agree that your personal data may be shared with the Registry's subcontractors in accordance with applicable data protection laws. You agree and understand that the foregoing Registration data shall be publicly available and accessible on the WHOIS directory for ".PRO" as required by ICANN and may be sold in bulk in accordance with ICANN policy.

**d. Representations & Warranties.** You make the following representations and warranties:

1. That the data provided in your ".PRO" Domain Registration application is true, correct, up to date, and complete; you shall at all times during the term of your Registration keep the information provided above up to date;
2. That you have the authority to enter into this Agreement.

**e. Processing of Data.** You agree to the use, copying, distribution, publication, modification, and other processing of your data by the Registry and its designees and agents in a manner consistent with the purposes of issuing a ".PRO" Domain or publishing of any and all required information in the WHOIS or other relevant databases, and in accordance with applicable data protection laws and privacy policies.

**f. Disclaimer.** You acknowledge that neither the Registry (Identity Digital Limited) nor DomainPeople shall have any liability of any kind for any loss or liability resulting from, without limitation: (i) the ability or inability of any Registrant to obtain a ".PRO" Domain, and (ii) the results of any dispute over a ".PRO" registration.

**g. Other Policies.** The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

1. The Uniform Domain Name Dispute Resolution Policy, available at: <https://www.icann.org/resources/pages/help/dndr/udrp-en>.
2. Any other consensus policies adopted by ICANN and applicable to the .PRO TLD.

**h. Dispute Policy Modifications.** You agree that the Registry may modify any applicable dispute policies. The Registry may post any such revised policy on its web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining a Domain after modifications to the dispute policy become effective, you shall have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We may not refund any fees paid by you if you terminate your Agreement with us.

**i. Domain Disputes.** You agree that, if your Domain name is challenged by a third party, you shall be subject to the provisions specified in the relevant dispute policy in effect at the time of the dispute. You agree that in the event a dispute arises with any third party, you shall indemnify and hold DomainPeople and Identity Digital Limited harmless pursuant to the terms and conditions set forth below in this Schedule 6. If DomainPeople and/or Identity Digital Limited is notified that a complaint has been filed with a judicial or administrative body regarding your Domain name, you understand and agree that you will not be permitted to make any changes to your registration record until (i) either Identity Digital Limited or DomainPeople is directed to do so by the judicial or administrative body, or (ii) either Identity Digital Limited or DomainPeople receives notification by you and the other party contesting your registration and use of the Services that the dispute has been settled.

**j. Compliance with Registry Policies.** Registrant shall comply with operational standards, policies, procedures, and practices for the .PRO Registry TLD established from time to time by Identity Digital Limited in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement with ICANN. Current policies are available at <https://www.identity.digital>.

**k. Indemnification.** You agree to indemnify, defend, and hold harmless DomainPeople, Identity Digital Limited, Identity Digital Inc., and their respective parent companies, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, subcontractors, predecessors, successors, and assigns from and against any and all losses, costs, expenses (including reasonable attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with any DomainPeople or Identity Digital Limited services provided pursuant to your ".PRO" Registration. This obligation shall survive the termination or expiration of this Agreement for any reason.

**l. Reservation of Rights.** DomainPeople and Identity Digital Limited expressly reserve the right to deny, cancel, transfer, or modify any Registration that DomainPeople or Identity Digital Limited 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, in compliance with any dispute

resolution process, (3) to avoid any liability, civil or criminal, on the part of DomainPeople and/or Identity Digital Limited, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by Identity Digital Limited or any registrar in connection with a domain name registration. Identity Digital Limited also reserves the right to freeze a Domain during resolution of a dispute.

m. **Third Party Beneficiary.** Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Identity Digital Limited is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Identity Digital Limited have vested and that Identity Digital Limited has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .pro top-level domain. Additionally, the third party beneficiary rights of Identity Digital Limited shall survive any termination or expiration of this Agreement.

n. **Registration Term.** Registration terms range from one (1) to ten (10) years for ".PRO" Domains.

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## SCHEDULE '7'

### PROVISIONS SPECIFIC TO ".DE" ccTLDs

In the case of a ".DE" TLD Registration, the following additional terms and conditions shall apply:

a. Registration is restricted to those persons and entities with a local presence in Germany. If the Domain Holder is not domiciled in Germany, he/she shall be required to appoint an Administrative Contact domiciled in Germany. This Administrative Contact shall also be the Domain Holder's authorized representative for receiving the service of official or court documents for the purposes of §§174 ff. of the German Code of Civil Procedure.

b. If you do not meet the local presence requirements criteria or do not appoint an Administrative Contact domiciled in Germany, DomainPeople shall automatically provide you with a .DE Administrative Contact proxy whose address meets the DENIC local presence requirements (the "Administrative Contact Proxy").

c. By submitting your Order Form to DomainPeople or otherwise subscribing for the .DE domain name without meeting the local presence requirement, you expressly authorize and designate DomainPeople to provide the Administrative Contact Proxy to be listed as the Administrative Contact of record for your domain name(s) for the effective duration of this Agreement between you and DomainPeople.

d. Upon expiry or termination of this Agreement for any reason, all the Whois information for your domain name shall be replaced with the information that existed immediately prior to the .DE Administrative Contact Proxy becoming the Administrative Contact of record you shall immediately cease using the Administrative Contact Proxy.

e. You shall at all times remain the true owner of your domain name(s) that are subscribed for under this Agreement and you shall possess the full rights normally associated thereto.

f. You understand, acknowledge, and agree that the registration of your domain name(s), including, but not limited to, renewals, transfers, or other processes, is not one of the DomainPeople and/or the Administrative Contact Proxy and that DomainPeople and/or the Administrative Contact Proxy are not liable or responsible in any way for such processes.

g. You are solely responsible, and DomainPeople and/or the Administrative Contact Proxy are not responsible, for ensuring the confidentiality and secrecy of any and all passwords related to your domain name(s). If you forget or lose any of your passwords, and/or you require a new password, you shall abide by all the security measures and procedures that DomainPeople and/or the Administrative Contact Proxy may implement and require of you, including your provision to DomainPeople and/or the Administrative Contact Proxy of valid photo identification, credit card number, and/or notarized affidavit. You understand, acknowledge, and agree that if you do not comply with or satisfy (in DomainPeople's and/or the Administrative Contact Proxy's sole discretion) DomainPeople's and/or the Administrative Contact Proxy's security and identification verification procedures, then DomainPeople and/or the Administrative Contact Proxy reserves the right to refuse any or

all of your inquiries and/or requests as they relate to DomainPeople and/or the Administrative Contact Proxy DNR Services.

h. Forwarding DNR Services: A forwarding service shall be provided and you understand, acknowledge, and agree that the Administrative Contact Proxy shall forward to you only first class mail, registered mail, and couriered items (collectively referred to herein as "Mail") which is sent to the Administrative Contact Proxy. The Administrative Contact Proxy is not obligated in any way to forward to you any Mail by first class, registered mail, or courier regardless of how the Administrative Contact Proxy received such Mail. The means of forwarding to you any and all Mail shall be at the Administrative Contact Pro's sole discretion.

i. You shall be solely responsible, and the Administrative Contact Proxy shall not be responsible, for all fees, charges, taxes, and other costs involved in forwarding your Mail to you.

j. For Mail that appears to be of a legal nature (as solely determined by the Administrative Contact Proxy) and received by the Administrative Contact Proxy by first class mail, the Administrative Contact Proxy shall digitally scan the Mail and e-mail you the image. You shall then have five (5) calendar days to reply and request that the Administrative Contact Proxy forward the particular Mail to you. If the Administrative Contact Proxy does not receive a reply from you within such five (5) calendar days, then the Administrative Contact Proxy may dispose or return to sender such Mail.

k. You understand, acknowledge, and agree that the Administrative Contact Proxy may dispose or return to sender any or all items received by the Administrative Contact Proxy that does not constitute Mail as defined herein, as determined at the Administrative Contact Proxy's sole discretion.

l. YOU HEREBY EXPRESSLY CONSENT TO THE ADMINISTRATIVE CONTACT PROXY RECEIVING, FORWARDING, RETURNING TO SENDER, REPLYING TO (IF NECESSARY), DISPOSING/DELETING, STORING, AND OTHERWISE HANDLING YOUR MAIL, AND ANY OTHER ITEM THAT THE ADMINISTRATIVE CONTACT PROXY RECEIVES ON YOUR BEHALF (ALL AT THE ADMINISTRATIVE CONTACT PROXY'S SOLE REASONABLE DISCRETION) WHICH IS SENT TO THE ADMINISTRATIVE CONTACT PROXY.

m. You understand, acknowledge, and agree that DomainPeople nor the Administrative Contact Proxy shall in no way be liable or responsible for any Mail, or other item received by the Administrative Contact Proxy on your behalf that is missing, destroyed, damaged, stolen, lost, or otherwise.

n. You understand, acknowledge, and agree that you shall indemnify and hold harmless DomainPeople and the Administrative Contact Proxy from and against any and all claims arising out of or resulting from the failure of any Mail, and/or other items received by the Administrative Contact Proxy on your behalf from reaching you.

o. REGISTRY, REGISTRAR, AND OTHER PROVIDERS. DomainPeople and/or the Administrative Contact Proxy shall not be liable or responsible in any way for any action taken by (a) the applicable domain name registry, (b) the applicable domain name registrar, or (c) any other provider of services related to your domain name(s) and/or DomainPeople and/or the Administrative Contact Proxy DNR Services.

p. By registering a .DE Domain, the registrant also agrees to the Registration Policies of the Registry DENIC e.G found at <http://www.denic.de/en/bedingungen.html> and <http://www.denic.de/de/bedingungen.html>.

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## **SCHEDULE '8'**

### **PROVISIONS SPECIFIC TO ".EU" ccTLDs**

In the case of a ".EU" TLD Registration, the following additional terms and conditions shall apply:

a. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements established by .EU TLD Administrator, European Registry for Internet Domain Names (".EU Registry"), which are available through the following URL <http://www.eurid.eu>.



b. Restrictions. The following categories of companies, organizations and individuals shall be able to register a .EU domain: (a) an undertaking having their registered office, central administration or principal place of business within the European Community; (b) an organizations established within the European Community without prejudice to the application of national law; (c) a natural persons resident within the European Community.

c. Governing Law. You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and DomainPeople are subject to Section 14, Governing Law, of the Registration Agreement.

d. Sunrise and General Pre-registration Applications. You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Registration Order" does not ensure that a domain name shall be successfully awarded or registered. In the event that an application does not result in a successful registration, the registration fee shall be refunded. In the case of a "Sunrise Registration Order" where an application fee was collected, a portion of that fee shall be refunded after the deduction of a handling fee, which you acknowledge and agree is subject to change based on fluctuations in the US Dollar and Euro exchange rates. By registering a .EU Domain, the registrant also agrees to the Registration Policies of the EURid Registry found at <http://www.eurid.eu/euDomainNames/sunrisePeriod.html>.

e. Multi-year Registration. All .EU registrations and renewals are done on a yearly basis. You acknowledge and agree that by purchasing a .EU domain name for more than one (1) year there shall be no refunds for any fees paid should you choose to transfer such .EU domain name to another registrar prior to the expiration of the multi-year registration of such .EU domain name. You also acknowledge and agree that should you transfer such .EU domain name prior to the expiration of the multi-year registration, you shall lose any additional years of registration beyond the then current year of registration.

This Service Agreement ("Agreement") sets forth the terms and conditions of use by the domain name registration Applicant and the Registrant (jointly and severally referred to as "you") of DomainPeople, Inc.'s Internet domain name registration services (the "DNR Services") and your registration of that domain name (the "Registration") and is in addition to the DomainPeople, Inc. ("DomainPeople") Registration Agreement found at <http://www.domainpeople.com/registrationagreement.htm>.

DomainPeople shall offer a priority pre-registration for a fee ("Priority Pre-Registration") in addition to a free pre-registration service ("Free Pre-Registration"). Each Priority Pre-Registration shall be submitted to the .eu registry in the order they are received by our system on the "go-live date", as defined below. Each Free Pre-Registration shall be submitted to the .eu registry in the order they are received by our system, following the completion of Priority Pre-Registration processing on the go-live date.

EURid shall only register domain names on a first come, first served basis from eligible parties that submitted technically correct pre-registration requests that meet EURid's established requirements and, if necessary, were appropriately validated by the registry. EURid reserves the right to revoke domain names on a number of grounds including, but not limited to, the domain names are defamatory, racist or contrary to public policy.

In addition to the terms set forth in DomainPeople Registration Agreement, the following terms shall apply to .EU domain names.

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .EU top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by .EU TLD administrator, European Registry for Internet Domain Names vzw/asbl (".EU Registry"), which are available at the following we site <http://www.eurid.eu>.

2. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide European Union nexus, as required by .EU Registry, and that you meet at least one of the .EU nexus requirements (".EU Nexus Requirements") set forth below (and as represented by you in the pre-registration application information provided by you to DomainPeople). You must be (and you certify that you are) either: a) an undertaking having their registered office, central administration or principal place of business within the European Community; b) an organization established anywhere within the European Community; or c) a natural person resident within the European Community.

3. Your Obligation to Satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility,

through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .EU Nexus Requirements, and that a failure by you to satisfy the .EU Nexus Requirements may result in, among other things, (i) the domain name pre-registration application(s) being rejected by DomainPeople and/or the .EU Registry, (ii) the domain name(s) being placed on "hold" by DomainPeople and/or the .EU Registry, and/or (iii) the domain name(s) being deleted by DomainPeople and/or the .EU Registry. Neither DomainPeople nor the .EU Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .EU Nexus Requirements information at the time of pre-registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .EU Nexus Requirements, even if the need for such information is known by any of them.

4. Pre-Registration. When you submit a .EU pre-registration request, you are authorizing us to attempt to obtain a domain name in the .EU TLD (as described on our Web site and herein) for you if and when .EU Registry launches its sunrise and open-registration period (the "go-live date"). On the go-live date, DomainPeople shall submit pre-registration requests during the sunrise and open registration period and the .EU Registry shall review all proposed registration requests on a first come, first serve basis.

5. Third Party Rights. By submitting your pre-registration request, you certify that your request is made in good faith and does not infringe any rights of a third party.

6. Phase One and Two Requirements. By submitting a pre-registration request for Phase One or Phase Two of the .EU Registry's sunrise periods you certify that you have a prior right or are a public body as defined by EC No. 874/2004 Article 10(1) (April 28, 2004). You also agree to submit the necessary verifiable documentation required by .EU Registry in order to demonstrate that you are a public body or have a prior right. You acknowledge that .EU Registry, or its designee, shall decide at its own discretion whether any documentation you may submit verifies your right to register a domain name(s).

7. Charges. By submitting your .EU pre-registration request, you authorize us to charge you for any proposed registrations we undertake on your behalf that are submitted to .EU Registry. You shall be charged during the sunrise or open registration period when .EU Registry is reviewing your proposed registration prior to their final approval. Proposed sunrise registration requests that are rejected by .EU Registry shall still be charged an administrative fee that shall not be refunded to you. Sunrise fees, registration fees and other applicable fees may also apply and be charged to your credit card after the sunrise period begins if your proposed registration is accepted and processed by EU Registry. Upon .EU Registry's acceptance of a proposed registration request for a domain name(s), the full registration fee shall automatically be charged to the credit card that you used for placing your pre-registration request.

8. Ban on and Revocation of Certain Domain Names. You agree that .EU Registry has identified certain domain names that can not be registered during the sunrise and open registration process. You further accept that .EU Registry and DomainPeople reserves the right to deny pre-registration requests that .EU Registry or an EU Member State considers to be defamatory, racist, or contrary to public policy. You understand that .EU Registry may also revoke a domain name at its own initiative for a variety of reasons including but not limited to nonpayment of fees or failure to meet .EU Nexus Requirements.

9. Your Other Obligations. You agree to accept the terms of the .EU Registry's agreement with DomainPeople. You agree to be bound by the .EU Registry terms and conditions for the sunrise and open registration period and shall abide by those terms and conditions. If you do not agree to any of the terms and conditions that are established by the .EU Registry, you may expressly terminate this Agreement.

10. Contact Information Requirements. You agree to keep all contact information contained related to your pre-registration request for a domain name(s) current so that we can contact you for any reason or so the EU Registry's can contact you for any reason, including, but not limited to, any participation in a validation process for a domain name(s) before or during the sunrise or open registration period. We take no responsibility in providing the .EU Registry with any e-mail address other than what you provide in your pre-registration request. It is your obligation to keep all contact information, including all e-mail addresses, related to your pre-registration request current.

11. Validation Process. You agree that we shall have no liability to you or other third parties for anything related to the .EU Registry's validation process for a proposed registration request that we have submitted and is pending final .EU Registry approval. You acknowledge and agree that it is your responsibility to ensure that you meet all of the requirements that are involved in .EU Registry's validation process for your proposed



registration request for a domain name(s). You agree that we are not responsible or liable in any way if your proposed registration request is rejected for any reason, including but not limited to the .EU Registry's failure or inability to contact you or your failure to respond to .EU Registry's request for supporting documentation, during the validation process.

12. No Guarantees. We make no guarantees, representations or warranties that your proposed registration request for a domain name shall be accepted by .EU Registry. You acknowledge and agree that the proposed registration request for a domain name(s) submitted by DomainPeople to .EU Registry domain name may fail or be rejected by .EU Registry for any number of reasons, including, but not limited to, the fact that your proposed registration request for a domain name was not first in time. You acknowledge and agree that the successful registration of a pre-registration request during the sunrise period shall depend upon a number of different factors that DomainPeople cannot predict or control.

13. Acknowledgment of .EU Registry Policies and Rules. The registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of all of the policies or rules (collectively ".EU Policies") that are posted or referred to on the EU Registry's website. You agree to comply with any and all current and future .EU Policies at any and all times. You agree that, by maintaining any service related to your pre-registration request (which may include the ultimate registration of a domain name) after such posting of any new or amended .EU Policies, you have agreed to the terms and conditions of the same and shall be bound by such terms and conditions. You acknowledge that if you do not agree to the amended or new .EU Policies, you may terminate this Agreement. We shall not refund any fees paid by you if you terminate your Agreement with us.

14. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .EU Registry. We cannot control and shall not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .EU Registry (for example, the .EU Registry reserves the right to suspend, reject, deny or revoke any domain name registration for a variety of reasons, none of which DomainPeople can control).

15. Accurate Information. As a part of your pre-registration, you agree to submit the accurate and reliable information, including but not limited to, contact details of at least one natural or legal person responsible for the technical operation of the domain name that you are requesting. The submission of inaccurate information shall constitute grounds for rejecting a pre-registration request or proposed registration request or suspending, terminating or deleting the rights to register a domain name. Without limiting the other provisions of the Agreement, your provision of inaccurate or unreliable information, or your failure promptly to update information provided to DomainPeople shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

16. Registration Order Submission. You acknowledge and agree that DomainPeople (as the parent company) shall be submitting your .EU proposed registration request to the .EU Registry through DomainPeople BV and/or Hostway (DomainPeople), and that all pre-registration requests submitted by you hereunder shall be submitted by DomainPeople BV and/or Hostway (DomainPeople) on or after the go-live date.

17. No Guarantee on Registration. The .EU Registry, and not DomainPeople, determines the dates and times associated with the various sunrise and open registration periods available for the .EU TLD. You agree to review and become familiar with the information available on our website and on .EU Registry website concerning the various periods and descriptions of services available in connection with .EU TLD, and to regularly check for modifications and/or updates to such information, as the same may change from time to time. You agree that you are solely responsible for applying and/or registering for the service periods you desire to participate in. You acknowledge and agree that submission of a proposed registration request for a domain name(s) or any other services (regardless of when submitted), does not guarantee that you shall ultimately be the registrant for any particular domain name.

18. Registration Approval. You understand that any successful registrations that are approved by the .EU Registry shall not start until at least the completion of the sunrise period.

19. Disclaimer Concerning Intellectual Property Protection. Your pre-registration request for during .EU Registry's sunrise period DOES NOT PROVIDE YOU WITH ANY INTELLECTUAL PROPERTY PROTECTIONS, RIGHTS OR REGISTRATIONS.

20. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that DomainPeople shall have no liability of any kind for any loss or liability resulting from the processing of pre-registration requests prior to live .EU launch or the submission of proposed registration requests to the .EU Registry including, without limitation, your ability or inability to obtain a particular domain name including any dispute resolution proceeding related to any of the foregoing. DomainPeople assumes no liability for any pre-registration request or a domain name's rejection, suspension, cancellation, deletion, interruption or transfer due to procedures, rules or policies laid down by .EU Registry or due to practices, customs or prejudices of courts of law or dispute resolving arbitrators. We are not liable for any claims, damages or injuries arising out of the termination of services that are provided by .EU Registry for any reason, including but not limited to the termination of .EU Registry's registration authority, or its bankruptcy.

21. Indemnification. In addition to Section 10, Indemnity, of the Registration Agreement, you are to indemnify, release, defend and hold us harmless for all liabilities, claims, damages, costs and expenses arising out of: (a) your breach of any terms of this Agreement; (b) any violation of a third party's right related to your pre-registration request; (c) any dispute with the .EU Registry or a third party arising out of your pre-registration request; (d) any dispute related to the validation process for your pre-registration request; or (e) any dispute arising out of the ADR process described in EC No. 874/2004, Ch. VI. Art. 20-23 (April 28, 2004) that involved the domain name(s) in your pre-registration request.

22. Additional Acknowledgments Concerning Customer Information. You also acknowledge and agree that DomainPeople shall share with the .EU Registry certain information submitted by you in your application for our services and pre-registration request, as required by our agreement(s) with the .EU Registry or to provide the services you have applied for. You acknowledge and agree that any information we share with the .EU registry may be used by them to fulfill the .EU registry's service obligations to us or any third party. You hereby grant us and the .EU registry a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in a Trademark.

24. Survival of Terms. You agree that the indemnity provisions set forth in this Agreement shall survive any termination of the Agreement.

25. Governing Law: You agree that any disputes between you and the .EU Registry, shall be governed in all respects by and in accordance with the laws of the European Community or one of its Member States. All disputes between you and the .EU Registry are to be brought before the tribunal of .EU Registry's choice. All disputes between you and DomainPeople are subject to Section 14, Governing Law, of the Registration Agreement.

26. Dispute Resolution Policies. Accept as provided by Section 14, Governing Law, of the Registration Agreement, you agree that every service for which you register, including a pre-registration request for a domain name, is subject to the policies and procedures related to the "Revocation and Settlement of Conflicts" as detailed in EC No. 874/2004 Chapter VI, Articles 20-23 (April 28, 2004) found at: [http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l\\_162/l\\_16220040430en00400050.pdf](http://europa.eu.int/eur-lex/pri/en/oj/dat/2004/l_162/l_16220040430en00400050.pdf) and any other dispute policies that are found at .EU Registry's website <http://www.eurid.eu>.

27. For purposes of .EU domain name related services, as used in this Agreement and all other applicable terms of this Agreement, "DomainPeople" shall mean all and any of each of DomainPeople, Inc., DomainPeople BV, and/or Hostway (DomainPeople). You acknowledge and agree that for purposes of all .EU domain name related services, this Agreement is between you and DomainPeople, Inc., DomainPeople BV and Hostway (DomainPeople).

28. Supplemental Terms and Conditions. The terms and conditions of this Agreement are in addition to the terms and conditions of all other Agreements related to domain name registration services provided by DomainPeople.

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## **SCHEDULE '9'**

### **Provisions specific to ".MOBI" TLDs**

In the case of a ".MOBI" TLD Registration, the following additional terms and conditions shall apply:

a. **Indemnification of Registry Operator.** Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless Identity Digital Domains Limited, the registry operator of the .mobi TLD ("Registry"), and its parent company Identity Digital Inc., and their respective directors, officers, employees and agents 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 and use. This indemnification obligation shall survive the termination or expiration of the registration agreement.

b. **Indemnification of DomainPeople.** Registrant agrees to indemnify, defend and hold harmless DomainPeople, its subsidiaries and affiliates, and the directors, officers, employees 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 and use. This indemnification obligation shall survive the termination or expiration of the registration agreement.

c. **Third Party Beneficiary.** Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Identity Digital Domains Limited is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Identity Digital Domains Limited have vested and that Identity Digital Domains Limited has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of Identity Digital Domains Limited shall survive any termination or expiration of this Agreement.

d. **Compliance with ICANN Policies.** Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, including without limitation the Uniform Domain Name Dispute Resolution Policy ("UDRP").

e. **Compliance with Registry Policies.** Registrant shall comply with operational standards, policies, procedures, and practices for the .MOBI Registry TLD established from time to time by Identity Digital Domains Limited in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement with ICANN. Such policies shall be effective upon thirty (30) days notice by the Registry to Registrar. Current policies are available at <https://www.identity.digital>.

f. **Use of Personal Data.** Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by the Registry and its designees and agents in a manner consistent with applicable data protection laws and privacy policies.

g. **Submission to UDRP.** Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), available at <https://www.icann.org/resources/pages/help/dndr/udrp-en>.

h. **Registration Information Updates.** Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.

i. **Reservation of Rights.** Registrant acknowledges and agrees that the Registry and DomainPeople, acting in consent with the Registry, reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration. The Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

j. **Registration Term.** Registration terms range from one (1) to ten (10) years for ".MOBI" Domains.

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## SCHEDULE '10'

### Provisions Specific to ".TW" ccTLDs

In the case of a ".TW" ccTLD Registration, Registrant also agrees to any additional terms and conditions (amendments and modifications thereto) and Domain Name Dispute Resolution Policy and Procedures required by the TWNIC Registry in connection with any of the DNR Services provided hereunder. Such policies and procedures shall be found at the website of the Registry. For your convenience, the current URLs for such policies and procedures are listed below. Although this information is believed to be correct, it is not guaranteed and Registrant is solely responsible for ascertaining the contents of any such policies and procedures and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to the applicable Registry policies and procedures become effective, Registrant has agreed to such amendments or modifications. Neither DomainPeople nor the TWNIC Registry shall refund any fees paid by Registrant upon such termination. Registrant represents and warrants that any order it submits for registrations or other DNR Services provided hereunder shall be compliant with the TWNIC Registry policies, procedures, terms and conditions.

Registrant further agrees that DomainPeople and/or the TWNIC Registry may suspend any of its ccTLD services and/or terminate this Agreement without notice (i) in order to prevent damage to or degradation of its network integrity which may be caused by you and/or your customers, (ii) to comply with any law, regulation, court order, or other government request or order, (iii) for violation of DomainPeople or the TWNIC Registry's published Privacy Policies, or (iv) for other behaviour that in DomainPeople or the TWNIC Registry's sole discretion may be deemed to be illegal or otherwise to protect DomainPeople or the TWNIC Registry from legal liability.

In addition to the obligations as contained herein, Registrar shall also obey, comply with and be bound by TWNIC rules and regulations, including but not limited to:

1. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management DNR Services (currently at <http://www.twnic.net.tw/file/ip0320.htm>).

2. Guidelines for Administration of Domain Name Registration (currently at [http://www.twnic.net.tw/english/dn/dn\\_02.htm](http://www.twnic.net.tw/english/dn/dn_02.htm)).

3. Guidelines for Authorization of Domain Name Registration DNR Services (Currently at [http://www.twnic.net.tw/english/dn/dn\\_07.htm](http://www.twnic.net.tw/english/dn/dn_07.htm))

4. TWNIC Domain Name Dispute Resolution Policy (currently at [http://www.twnic.net.tw/english/dn/dn\\_04.htm](http://www.twnic.net.tw/english/dn/dn_04.htm)).

5. Rules for TWNIC Domain Name Dispute Resolution Policy (currently at [http://www.twnic.net.tw/english/dn/dn\\_04a.htm](http://www.twnic.net.tw/english/dn/dn_04a.htm)).

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## **SCHEDULE '11'**

### **PROVISIONS SPECIFIC TO ".ASIA" TLDs**

In the case of a ".ASIA" TLD Registration, the following additional terms and conditions will apply:

1. **Definitions.** Where there is a conflict between the definitions herein this Schedule and the definitions in the body of the Agreement above, the following shall supersede and control with respect to all .ASIA TLD Registrations:

- (a) Applicant: means a person or other legal entity seeking to use the services of DomainPeople and/or Pool to become a Registrant of a .ASIA domain name, and the Applicant Party to this Agreement;
- (b) Participant: means a person or other legal entity whose name appears on the Registry qualified Auction list, and being the Applicant, or the Applicant's agent (e.g. the OPN Contact as defined

by the Registry and/or DomainPeople acting as agent for the Applicant), who actively participates in the Auction;

(c) Parties: means DomainPeople and the Applicant;

(d) Party: means either DomainPeople or the Applicant as the context requires;

(e) Pool: means Pool.com Inc., an Ontario corporation with offices at 26 Auriga Dr. Ottawa, ON, Canada, K2E 8B7;

(f) Registrar/Applicant Agreement: means this Agreement entered into between the Registrar and the Applicant; and

(g) Registry : means DOTASIA Organisation Limited.

2. Agency. Applicant agrees that any and all actions taken by the Participant are actions taken on the Applicant's behalf, and with its full authority, and it ratifies any and all such actions.

3. Contract for the Benefit of Third Parties. Pool and the Registry are, and shall be an intended as, third party beneficiaries of this Agreement. As such, Applicant acknowledges and agrees that the third party beneficiary rights of Pool and the Registry have vested and that each of Pool and the Registry have relied on its third party beneficiary rights under this Agreement in providing the auction platform to the Applicant. The third party beneficiary rights of Pool and the Registry shall survive any termination or expiry of this Agreement. For the avoidance of doubt, the Applicant and the Registrar acknowledge and agree that this Agreement is for the exclusive benefit of the Pool and the Registry, and does not give rise to any obligations of Pool or the Registry.

4. Terms and Technical or other Failures. Pool's standard terms and conditions posted at [<http://www.pool.com/terms.aspx>], as the same may be amended or replaced from time to time, are hereby incorporated by reference herein and expressly agreed to by the Applicant. The agreements and acknowledgements of Applicant herein are in addition to, and not in substitution of, the provisions in favour of Pool set forth in such standard terms and conditions.

In the event of any technical or other failure of Pool's auction platform, or any allegation by any Applicant, Participant, or Registrar, DomainPeople acknowledges and agrees that Registry may in its discretion re-open the Auction.

5. Disclaimer of Warranty. THE PRODUCTS OR SERVICES PROVIDED BY POOL (THE "POOL SERVICES") ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. POOL EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. POOL DOES NOT WARRANT THAT THE SERVICES WILL MEET THE APPLICANT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. FURTHERMORE, POOL DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

6. Limitation of Liability. IN NO EVENT SHALL POOL'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PROVISION OF SERVICES OR OTHERWISE UNDER THIS AGREEMENT FROM ANY CAUSE EXCEED \$ 100.00. IN NO EVENT SHALL POOL BE LAIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY POOL, EVEN IF POOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity. Applicant shall release, indemnify, defend and hold harmless Pool, its subsidiaries and affiliates, and the employees, directors, officers, representatives, agents and affiliates of each of the (collectively, the "Indemnities") against any claim or alleged claim, suit, action, proceeding, and the costs or expenses of same, including actual attorneys' fees and expenses, relating to or arising from the Applicant's domain name registration, the Applicant's or Registrar's use of any domain name, or the Applicant's use, directly or indirectly through DomainPeople, of Pool's auction or other services.

8. Additional Registrant Obligations.

- (a) Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.
- (b) Registrant shall comply with operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty (30) days notice by DotAsia to Registrar.
- (c) Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy
- (d) Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP")
- (e) Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement, and acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registrant, and that it shall be jointly responsible for the Registered Name, including but not limited to, its usage, management, and any related liabilities. The CED Contact further agrees that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.
- (f) Registrant agrees to be bound by the terms and conditions of the .ASIA initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
- (g) Registrant acknowledges and agrees that DotAsia and Afilias Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as designated by DotAsia ("Registry Services Provider"), acting in consent with DotAsia, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- (h) Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

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## **SCHEDULE '12'**

### **Provisions specific to ".NAME" TLDs**

In the case of a ".name" TLD Registration, the following additional terms and conditions shall apply:

1. Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless Global Name Registry Limited ("GNR"), the registry operator of the .name TLD ("Registry Operator"), and its directors, officers, employees and agents 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 and or use. Notwithstanding the other provisions in this Agreement, the Registrant agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.
2. Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, GNR is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of GNR have vested and that GNR has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .name top-level domain. Additionally, the third party beneficiary rights of GNR shall survive any termination or expiration of this Agreement.
3. Registrant shall comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with its Registry Agreement or other arrangement with ICANN.
4. Registrant shall comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registrants, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms required by the Registry Operator's Registry-Registrar Agreement, the terms of the Registry-Registrar Agreement shall prevail. The .name Registry-Registrar Agreement is available online at:
5. <http://www.icann.org/tlds/agreements/name/appendix-08-15aug07.htm>.
6. Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 4.6 and with relevant mandatory local data protection, laws and privacy.
7. Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
8. Registrant agrees to immediately correct and update the registration information for the registered Name during the registration term for the Registered Name.
9. Registrant acknowledges and agrees to be bound by the terms and conditions of the .name initial launch and general operations of the Registry TLD, including without limitation the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period, the Land Rush Period, or the Sunrise Dispute Resolution Policy, 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.
10. Registrant acknowledges and agrees that the Registry and DomainPeople, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration or transaction, or place any registered item on registry lock, hold or similar status, or additionally for second level domain name email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

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## **SCHEDULE '13'**

### **Provisions specific to ".UK" TLDs**

In the case of a ".UK" TLD Registration, the following additional terms and conditions shall apply:

1. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by the Registry, Nominet UK ("Nominet"), in connection with any of the DNR Services provided hereunder. To complete the registration process for a .uk TLD, you must also have read, understood, and agreed to be bound by the Terms and Conditions found online at <http://www.nominet.org.uk/nominet-terms> and are incorporated herein by reference.
2. Registrant is solely responsible for ascertaining the contents of the Terms and Conditions and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to Nominet's Terms and Conditions become effective, Registrant has agreed to such amendments or modifications.
3. Registrant understands and agrees that unless terminated earlier pursuant to the Terms and Conditions, Nominet will enter the Domain on the register for two years. Renewal of the Domain must be performed pursuant to the Terms and Conditions.
4. In the event of any Domain dispute, Registrant agrees to submit to Nominet's dispute resolution service, the policy, procedure, and rules for which can be found online:
  - a. The policy: <http://www.nominet.org.uk/disputes/drs/policy/>
  - b. The procedure: <http://www.nominet.org.uk/disputes/drs/procedure/>
  - c. The rules: <http://www.nominet.org.uk/registrants/aboutdomainnames/rules/>
5. Registrant acknowledges and agrees that the Nominet reserves the right to deny, cancel or transfer any registration or transaction, or place any registered item on registry lock, hold or similar status, or additionally for second level domain name email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Nominet as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by Nominet or any registrar in connection with a domain name registration, and Nominet also reserves the right to freeze a Domain during resolution of a dispute.
6. In the event of any discrepancy between the terms of required by this Agreement and the terms required by the Terms and Conditions, the terms of the most recently published Terms and Conditions at <http://www.nominet.org.uk/nominet-terms>) shall prevail.

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## **SCHEDULE '14'**

### **PROVISIONS SPECIFIC TO ".TEL" TLDs**

In the case of a ".TEL" TLD Registration, the following additional terms and conditions will apply:

1. Additional Terms and Conditions. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by the Registry, Telnames Limited ("Telnames"), in connection with any of the DNR Services provided hereunder. To complete the registration process for



a .tel TLD, Registrant must also have read, understood, and agreed to be bound by the terms and conditions of Telnames' Acceptable Use Policy found online at <https://www.do.tel/wp-content/uploads/2017/05/Modified-AUP-v3.pdf> and are incorporated herein by reference.

2. Use of Registrant Information. Registrant consents to the use, copying, distribution, publication, modification and other processing of the Registrant Information by Telnames, its service providers, subcontractors and agents in a manner consistent with Telnames' posted privacy policy at <https://www.do.tel/legal-and-privacy/>, Telnames' WHOIS policy and all other purposes of collection notified to DomainPeople by Telnames.
3. Uniform Domain Name Dispute Resolution Policy. Registrant will submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP").
4. Launch and Sunrise Programs. Registrant will agree to be bound by the policies relating to the initial launch of the Telnames TLD, such as the Sunrise Policy and any applicable Landrush requirements, and will acknowledge that Telnames has no liability of any kind for any loss or liability resulting from any such policies or requirements, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain during these periods, and (b) the results of any dispute over a Sunrise registration.
5. Compliance with TLD Requirements. Registrant's use of the Domain shall comply with all applicable TLD requirements, including, but not limited to, the Acceptable Use Policy (found online here: <https://www.do.tel/wp-content/uploads/2017/05/Modified-AUP-v3.pdf>) and the Sunrise Policy.
6. Right to Deny, Cancel or Transfer a Registration. Registrant acknowledges and agrees that both DomainPeople and Telnames individually reserve the right to deny, cancel or transfer any registration or transaction, or place any Domain(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 their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes in connection with a Registration; (f) to enforce the TLD requirements; and (g) to prevent use of the Domain in a manner contrary to the intended purpose of the Telnames TLD. DomainPeople also reserves the right to lock, hold or place a similar status a Domain during resolution of a dispute. Neither DomainPeople nor Telnames shall have any liability to of any kind to Registrant, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
7. Representations and Warranties. By submitting a request for a Domain, Registrant represents and warrants that:
  - (i) to its knowledge, the registration of the requested Domain does not and will not infringe upon or otherwise violate the rights of any third party;
  - (ii) it is not submitting the request for a domain name for an unlawful purposes, and it will not use the Domain for an unlawful purpose;
  - (iii) it will not knowingly use the Domain in violation of any applicable laws or regulations or of the rights of any third parties; and
  - (iv) that it will use the Domain in accordance with the TLD requirements.
8. Communications with Registrant. Telnames may communicate directly with the Registrant in connection with issues relating to a Domain and the Registrant's membership of the .tel community. Registrant will respond promptly to such communications from Telnames and will resolve any errors in content notified to Registrant.
9. Jurisdiction and Applicable Law. Any dispute, controversy or claim between the Registrant and Telnames relating to a Domain or a request for a Domain shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

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## **SCHEDULE '15'**

## PROVISIONS SPECIFIC TO “.IN” TLDs

In the case of a “.IN” TLD Registration, the following additional terms and conditions will apply:

1. Proxy/Privacy Services. Any kind of proxy services are not allowed, and if the data is wrong or masked out by any proxy/ privilege protection services, the Registrant shall not be recognized as the owner of the Domain.
2. No illegal/ obscene Content. The Registrant undertakes that it shall not register a Domain which is contrary to public policy and that the content of the website shall not violate any Indian Laws.
3. Lawful Usage of Domain Name. The Registrant shall use the Domain in such a way that it does not violate any third-party rights, applicable laws or regulations, including discrimination on the basis of race, language, sex or religion and the Registrant further warrants that it shall not register or use the Domain in bad faith or for any unlawful purpose. .IN Registry considers illegal or fraudulent actions, spamming, using email in denial-of-service attacks, phishing, pharming, botnet command and control, distribution of pornography, illegal access to other computer and networks etc. as abusive use of domain name. .IN Registry reserves the right to suspend the Domain in such cases and initiate action accordingly. Further, fast flux hosting may be used only with prior permission of .IN Registry.
4. Fees and Payment. Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via Registrar. .IN Registry is not responsible for any failure on the part of the Registrar (here DomainPeople) in this respect, including where such failure results in non-registration or cancellation of the Domain.
5. Limitation of Liability. The Registrant shall be liable for any costs, expenses or damages incurred by the .IN Registry for any breach of the additional terms and conditions of this Schedule 16. Furthermore, the Registrant shall hold the .IN Registry harmless from claims filed or disputes initiated by third parties to this Agreement, and shall compensate the .IN Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for the registration or the use of the Domain by the Registrant infringes the rights of said third parties.
6. Renewal of the Domain Name Registration. Registrant understands that the .IN Registry is under no obligation to inform the Registrant in advance when the term of a Domain Registration is about to expire. Registrant is fully responsible for ensuring that renewal is done in a timely manner.
7. Suspension/ Cancellation of Domain Names. The .IN Registry shall be entitled to immediately suspend or cancel the Registration, when the Registrant is in breach of the Terms and Conditions as enshrined here.
8. .IN Dispute Resolution Policy and Procedure (INDRP). Registrant is required to submit to mandatory arbitration proceedings in the event a complainant files a complaint with .IN Registry, against Registrant on the basis of unlawful Registration. The arbitration proceedings shall be conducted by one of .IN Registry Empanelled Arbitrators, in accordance with Dispute Resolution Policy and Procedure and Arbitration & Conciliation Act, 1996.
9. Reservation of Rights for the .IN Registry. The .IN Registry reserves the right to instruct its Registry Services Provider to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary or place any domain name(s) on registry lock and/or put a Domain on hold in its discretion: (1) to protect the integrity and stability of .IN Registry; (2) to comply with any applicable laws, Indian government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives and employees; (4) for violations of this Schedule 15; or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The .IN Registry also reserves the right to freeze a Domain during resolution of a dispute pending before arbitrator(s) appointed under the INDRP and/or a court of competent jurisdiction.
10. Additional Policies of the .IN Registry. The .IN Registry reserves the right to impose additional policies, terms, or conditions to govern the registration of a .IN Domain. You agree to review all such additional policies as can be found online at: <http://www.registry.in>.

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## **SCHEDULE '16'**

### **PROVISIONS SPECIFIC TO ".MOBILE" TLDs**

In the case of a ".MOBILE" TLD Registration, the following additional terms and conditions shall apply:

1. Registry Operator. The Registry Operator for the .mobile TLD is DISH Network Corporation ("DISH" or "Registry Operator"). The Registry Services Provider ("RSP") provides registry services on behalf of the Registry Operator.
2. Registry Operator Rights. Registrant acknowledges and agrees that the Registry Operator, or the RSP as the case may be, reserves the right to deny, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, serverHold or similar status, as it deems necessary, in its unlimited and sole discretion:
  - (b) to correct mistakes made by the Registry Operator or any Registrar in connection with a domain name registration;
  - (c) to address domain name abuse or any other violation of a .mobile policy; or
  - (d) for the non-payment of fees to the Registry Operator.
3. Indemnification of Registry Operator. Registrant agrees to indemnify, defend, and hold harmless the Registry Operator and its subcontractors, including the RSP, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the Registrant's domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement.
4. Compliance with Registry Operator Policies. Registrant shall comply with the Registry Operator's Acceptable Use Policies and other policies, as they may be updated from time to time and published on the Registry Operator's website at <http://nic.mobile>, and consistent with the Registry Operator's Registry Agreement with ICANN.
5. Compliance with ICANN Policies. Registrant shall comply with all ICANN consensus policies applicable to Registered Name Holders, including but not limited to:
  - (a) the Uniform Domain Name Dispute Resolution Policy ("UDRP") or any successor policies;
  - (b) the Uniform Rapid Suspension policy ("URS");
  - (c) any other rights protection mechanisms ("RPMs") that may be mandated from time to time by ICANN or Registry Operator;
  - (d) the Inter-Registrar Transfer Policy or any successor policies; and
  - (e) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to the Registry Operator, Registrar, or Registered Name Holders.
6. Prohibited Activities. Registrant shall not use the Domain in connection with any of the following activities:
  - (a) distributing malware;
  - (b) abusively operating botnets;
  - (c) phishing;
  - (d) piracy;
  - (e) trademark or copyright infringement;
  - (f) fraudulent or deceptive practices;
  - (g) counterfeiting; or
  - (h) otherwise engaging in activity contrary to applicable law.
7. Registrant acknowledges and agrees that violation of this Section 6 may result in the suspension of the Domain without notice.
8. Compliance with Operational Requirements. Registrant shall comply with each of the following requirements:

- (a) ICANN standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and
  - (b) operational standards, policies, procedures, and practices for the .mobile TLD established from time to time by the Registry Operator or by the RSP, as the case may be, in a non-arbitrary manner and applicable to all registrars, and consistent with the Registry Operator's Registry Agreement with ICANN, as applicable.
9. Reservation of Rights. DomainPeople and the Registry Operator expressly reserve the right to deny, cancel, transfer, or modify any Registration that DomainPeople or the Registry Operator 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, in compliance with any dispute resolution process, (3) to avoid any liability, civil or criminal, on the part of DomainPeople and/or the Registry Operator, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders, (4) for violations of this Agreement, or (5) to correct mistakes made by the Registry Operator or any registrar in connection with a domain name registration. The Registry Operator also reserves the right to freeze a Domain during resolution of a dispute.
10. Third Party Beneficiary. Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, the Registry Operator is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to DomainPeople being a registrar for the .mobile top-level domain. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination or expiration of this Agreement.
11. Additional Policies. The Registry Operator reserves the right to impose additional policies, terms, or conditions to govern the registration of a .mobile Domain. Registrant agrees to review all such additional policies as can be found online at: <http://nic.mobile>.

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## **SCHEDULE '17'**

### **Provisions Specific To CentralNic Domain Extensions**

CentralNic Ltd. ("CentralNic") is the Registry provider of certain second-level string domain extensions (see table below) (individually and together, the "CentralNic Domain(s)").

In the case of a Registration of a CentralNic Domain, the following additional terms and conditions will apply:

1. Additional Terms and Conditions. Registrant agrees to any additional terms and conditions (amendments and modifications thereto), including, without limitation, provisions regarding indemnity, fees, term/termination, privacy, limitation of the Registry's liability, and the dispute resolution service (altogether the "Terms and Conditions") required by CentralNic, in connection with any of the DNR Services provided hereunder. To complete the registration process for a CentralNic Domain, Registrant must also have read, understood, and agreed to be bound by CentralNic's Registration terms and conditions found online at <https://www.centralnic.com/support/terms/domains> and incorporated herein by reference.
2. Domain Name Dispute Resolution Policy. Registrant agrees that all disputes regarding CentralNic Domains will proceed pursuant to CentralNic's Domain Name Dispute Resolution Policy found online at <http://www.centralnic.com/support/dispute> and incorporated herein by reference.
3. Fees. Registrant understands and agrees that CentralNic is entitled to (but is not obligated to) invoice you directly for the Registration and for the renewal of the Registration on or before the renewal date. If Registrant receives such an invoice, payment must be made to CentralNic within the period stated on the invoice. If CentralNic does not receive payment within such period CentralNic is entitled, at its option, either to suspend or to delete the Registration from the database, and if so deleted, the Domain may be

made available for registration to the public. If suspended, CentralNic reserves the right to charge you for resumption of the Registration.

4. **Registration Term.** Registration terms range from two (2) to ten (10) years for “.INFO” Domains with the exception of “.INFO” Sunrise Domains, which have a registration range of five (5) to ten (10) years.
5. **Right to Deny, Cancel or Transfer a Registration.** Registrant acknowledges and agrees that both DomainPeople and CentralNic individually reserve the right to deny, cancel or transfer any registration or transaction, or place any Domain(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 their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) per the terms of the registration agreement; (e) to correct mistakes in connection with a Registration; (f) to enforce the CentralNic terms and conditions; and (g) to prevent use of the Domain in a manner contrary to the intended purpose of the CentralNic Domains (including but not limited to use of the Domain in illegal activity). DomainPeople also reserves the right to lock, hold or place a similar status a Domain during resolution of a dispute. Neither DomainPeople nor CentralNic shall have any liability to of any kind to Registrant, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.

#### TABLE OF CENTRALNIC DOMAIN EXTENSIONS

SECOND-LEVEL STRING DOMAIN EXTENSION	ASSOCIATED GEOGRAPHICAL LOCATION
.com.de	Germany
.us.org	United States
.eu.com	European Union
.uk.com	United Kingdom
.uk.net	United Kingdom
.us.com	United States
.la	Los Angeles
.cn.com	China
.de.com	Germany
.jpn.com	Japan
.kr.com	Korea
.no.com	Norway
.za.com	South Africa
.br.com	Brazil
.ar.com	Argentina
.ru.com	Russia
.sa.com	Saudi Arabia
.se.com	Sweden
.se.net	Sweden
.hu.com	Hungary
.gb.com	Great Britain
.gb.net	Great Britain
.qc.com	Quebec
.uy.com	Uruguay
.ae.org	United Arab Emirates
.gr.com	Group, Greece, Grand Rapids / USA

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## SCHEDULE '18'

### Provisions Specific To Other ccTLDs

In the case of a Registration in any of the ccTLDs listed below, Registrant also agrees to any additional terms and conditions (amendments and modifications thereto) required by each applicable Registry or partner registrar in connection with any of the DNR Services provided hereunder. Such policies shall be found at the website of each Registry or such partner registrar. For your convenience, the current URLs for such websites are listed in this Schedule 16. Although this information is believed to be correct, it is not guaranteed and Registrant is solely responsible for ascertaining the contents of any such policies and any amendments or modifications thereto. Registrant agrees that, by continuing to use the DNR Services provided hereunder after amendments or modifications to the applicable Registry policies become effective, Registrant has agreed to such amendments or modifications. Neither DomainPeople nor any Registry shall refund any fees paid by Registrant upon such termination. Registrant represents and warrants that any order it submits for registrations or other DNR Services provided hereunder shall be compliant with all applicable Registry policies, terms and conditions.

Registrant further agrees that in the case of certain domain name registrations (A) Registry reserves the right to instruct DomainPeople to deny, cancel, transfer or otherwise make unavailable any registration that it deems necessary, in its discretion: (1) to protect the integrity and stability of Registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of their registration agreement; or (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration and (B) Registry reserves the right to place on LOCK, HOLD, or similar status any domain name during resolution of a dispute.

Registrant warrants to have read and reviewed, and hereby expressly agrees to bound by, the appropriate additional policies, terms, and conditions associated with Registrant's Domain extension (below).

ccTLD EXTENSION	REGISTRY POLICIES	ADDITIONAL TERMS AND CONDITIONS
<b>.ac</b> (Ascension Island)	<a href="http://www.nic.ac">http://www.nic.ac</a>	
<b>.ag</b> <b>.com.ag</b> <b>.net.ag</b> <b>.org.ag</b> (Antigua and Barbuda)	<a href="http://www.nic.ag">http://www.nic.ag</a>	<a href="http://www.afiliass-grs.info/public/policies/ag">http://www.afiliass-grs.info/public/policies/ag</a>
<b>.am</b> (Armenia)	<a href="http://dot.am">http://dot.am</a>	
<b>.at</b> (Austria)	<a href="http://www.nic.at">http://www.nic.at</a>	
<b>.be</b> (Belgium)	<a href="http://www.dns.be">http://www.dns.be</a>	
<b>.bz</b> (Belize)	<a href="http://www.belizenic.bz">http://www.belizenic.bz</a>	<a href="http://www.afiliass-grs.info/public/policies/bz">http://www.afiliass-grs.info/public/policies/bz</a>
<b>.cc</b> (Cocos (Keeling) Islands)	<a href="http://www.nic.cc">http://www.nic.cc</a>	
<b>.co</b> (Columbia)	<a href="http://www.cointernet.co/">http://www.cointernet.co/</a>	<a href="http://www.enom.com/terms/agreement.asp">http://www.enom.com/terms/agreement.asp</a>
<b>.fm</b> (Micronesia, Federal State of)	<a href="http://www.fm">http://www.fm</a>	
<b>.gs</b> (South Georgia and the South Sandwich Islands)	<a href="http://www.nic.gs">http://www.nic.gs</a>	
<b>.hn</b> <b>.com.hn</b> <b>.net.hn</b> <b>.org.hn</b> <b>.edu.hn</b> (Honduras)	<a href="http://www.nic.hn">http://www.nic.hn</a>	<a href="http://www.afiliass-grs.info/public/policies/hn">http://www.afiliass-grs.info/public/policies/hn</a>
<b>.io</b> (British Indian Ocean Territory)	<a href="http://www.nic.io/">http://www.nic.io/</a>	

<b>.it</b> (Italy)	<a href="http://www.nic.it">http://www.nic.it</a>	
<b>.jp</b> (Japan)	<a href="http://jprs.jp">http://jprs.jp</a>	
<b>.la</b> (Los Angeles)	<a href="http://www.la/">http://www.la/</a>	<a href="https://www.la/terms">https://www.la/terms</a>
<b>.mn</b> (Mongolia)	<a href="http://www.nic.mn/">http://www.nic.mn/</a>	
<b>.ms</b> (Montserrat)	<a href="http://www.adamsnames.tc">http://www.adamsnames.tc</a>	
<b>.com.mx</b> (Mexico)	<a href="http://www.nic.mx">http://www.nic.mx</a>	
<b>.nl</b> (Netherlands)	<a href="http://www.domain-registry.nl">http://www.domain-registry.nl</a>	
<b>.nu</b> (Niue)	<a href="http://www.nunames.nu">http://www.nunames.nu</a>	
<b>.co.nz</b> <b>.net.nz</b> <b>.org.nz</b> (New Zealand)	<a href="http://www.dnc.org.nz">http://www.dnc.org.nz</a>	
<b>.pl</b> <b>.com.pl</b> <b>.net.pl</b> <b>.org.pl</b> <b>.biz.pl</b> <b>.info.pl</b> (Poland)	<a href="http://www.dns.pl">http://www.dns.pl</a>	
<b>.sc</b> <b>.com.sc</b> <b>.org.sc</b> <b>.net.sc</b> (Seychelles)	<a href="http://www.nic.sc">http://www.nic.sc</a>	<a href="http://www.afiliass-grs.info/public/policies/sc">http://www.afiliass-grs.info/public/policies/sc</a>
<b>.sh</b> (Saint Helena)	<a href="http://www.nic.sh">http://www.nic.sh</a>	
<b>.tc</b> (Turks and Caicos Islands)	<a href="http://www.adamsnames.tc">http://www.adamsnames.tc</a>	
<b>.tk</b> (Tokelau)	<a href="http://www.dot.tk">http://www.dot.tk</a>	
<b>.tm</b> (Turkmenistan)	<a href="http://www.nic.tm">http://www.nic.tm</a>	
<b>.tv</b> (Tuvalu)	<a href="http://www.tv">http://www.tv</a>	
<b>.com.tw</b> <b>.org.tw</b> (Taiwan)	<a href="http://rs.twnic.net.tw">http://rs.twnic.net.tw</a>	
<b>.co.uk</b> <b>.me.uk</b> <b>.org.uk</b> (United Kingdom)	<a href="http://www.nic.uk">http://www.nic.uk</a>	
<b>.vc</b> <b>.com.vc</b> <b>.net.vc</b> <b>.org.vc</b> (St. Vincent and the Grenadines)	<a href="http://www.afiliass-grs.info/public/policies/vc">http://www.afiliass-grs.info/public/policies/vc</a>	
<b>.vg</b> (Virgin Islands, British)	<a href="http://www.adamsnames.tc">http://www.adamsnames.tc</a>	
<b>.ws</b> (Samoa)	<a href="http://www.samoanic.ws">http://www.samoanic.ws</a>	

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