

registration guidelines for this ccTLD are available online and are incorporated herein. These policies may prohibit You from changing, transferring, or assigning the name You have submitted as Registrant.

The Registrant certifies that it meets the following Nexus Requirements to qualify to register to use a .US domain name.

**A. Registrants must be either:**

- i. A natural person (i) who is a United States citizen, (ii) who is a permanent resident of the United States of America or any of its possessions or territories, or (ii) whose primary place of domicile is in the United States of America or any of its possessions, or;
- ii. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the district of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions (including a federal, state, or local government of the United States, or a political subdivision thereof, and non-commercial organizations based in the United States), or;
- iii. A foreign entity or organization that has a bona fide presence in the United States of America or any of its possession or territories that also (i) regularly engages in lawful activities (sales of goods or services or other business, commercial or non-commercial including not-for-profit activities) in the United States, or (ii) maintains an office or other property within the United States.

**B. The name servers listed for all .US domain names must be based within the United States of America or any of its possessions or territories.**

Registrant further certifies that Go Daddy has requested specific information regarding how the Registrant meets the Nexus requirement and that Registrant has willingly volunteered such information. Registrant understands and agrees that such information will be verified and will be shared with the .US Registry.

Registrant understands and agrees that if such information cannot be verified, or if Registrant fails to continue to abide by the Nexus Requirements, the registered domain name shall be subject to immediate cancellation.

**Indemnification**

You agree to indemnify and hold harmless the .US Registry Operator, NeuStar, and its 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) .US domain name registration and (ii) use of any .US registered domain name.

**.US Registration Restrictions**

You understand and agree that when You register one of these domains, that You are prohibited from using any profanity in the domain name, pursuant to the .US policy available online. The definition of profanity can be found in the Supreme Court decision, FCC v. Pacifica Foundation, made famous by George Carlin.

Further, You acknowledge and agree that You are not permitted to purchase private or proxy .US registrations. You shall register for any and all .US registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

## **23. PROVISIONS SPECIFIC TO .NAME REGISTERED ITEMS**

### **Eligibility Requirements - Dispute Resolution**

You represent and warrant that the name You are registering is Your legal, personal name, or that You own the intellectual property rights to that name. If at any time it is discovered that it is not Your legal personal name, or Your intellectual property, the .NAME Registry Operator, Global Name Registry (GNR) and Go Daddy reserve the right to cancel Your registration without refund, or transfer it to another party. In addition to the above You agree to be bound by the provisions of the entire Eligibility Requirements Dispute Resolution Policy.

### **Consent - Defensive Registration**

A Defensive Registration is a registration designed for the protection of trademarks and service marks and may be granted to prevent a third party from registering a variation of a trademark or the exact trademark. If the name You wish to register is subject to a Defensive Registration, You have three options: (i) You may register a variation of the name, (ii) You may challenge the Defensive Registration under the Eligibility Requirements Dispute Resolution Policy ("ERDRP"), or (iii) You may request Consent from the Defensive Registrant. You can request Consent by contacting the Defensive Registrant listed in the GNR Whois database and requesting consent to register the .name domain. If the Defensive Registrant grants consent, they must confirm in writing that they grant consent. If the Defensive Registrant does not grant consent, you may wish to challenge the Defensive Registration under the ERDRP. The policy is available online.

### **Acceptable Use Policy**

You agree to be bound by GNR's Acceptable Use Policy. Among other limitations, this policy prohibits You from using your .name Email to engage in Spamming activities. You will be limited to a maximum of 500 messages sent from Your .name at a time.

### **Waiver of Liability**

You agree that GNR and Go Daddy will have no liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, the ability or inability to obtain a domain name or email address registration using these processes; or (ii) any dispute over any domain name or email address registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

### **Indemnification**

You agree to indemnify, defend and hold harmless GNR, and its 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 the Registered Item Holder's registration. You agree that this indemnification obligation shall survive the termination or expiration of this Registration Agreement.

## **24. PROVISIONS SPECIFIC TO .EU REGISTRATIONS**



**.EU Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .EU registrations. You shall register for any and all .EU registrations using Your personal information, which information You represent and warrant is current, accurate and complete. Further, You acknowledge and agree that You are not permitted and shall not attempt to register any .EU registrations unless You have a physical presence in the European Union.

**Compliance with Applicable Law**

You agree to obey, comply with and be bound by any and all applicable laws, regulations and administrative policies promulgated by the European Registry of Internet Domain Names ("EURID").

**Compliance with EURID Rules**

You agree to obey, comply with and be bound by EURID rules and regulations and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, including, but not limited to, their dispute policies, which may be found here.

**Compliance with EURID Domain Name WHOIS Policy**

You agree to obey, comply with and be bound by the EURID Domain Name WHOIS Policy and any and all updates, revisions and modifications thereto, which may be made by EURID from time to time, which may be found here.

**Jurisdiction**

For the adjudication of disputes concerning or arising from use of the registered .EU domain name, You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile state, (2) the State of Arizona and (3) the United Kingdom.

**Sunrise and General Pre-registration Applications**

You acknowledge and agree that the submitting of a "Sunrise or General Pre-registration Application" 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 Application" 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.

**.EU Dispute Resolution/ADR**

EURID offers an alternative procedure for resolving disputes concerning .EU domain names, which can be found here. When applicable, You acknowledge such procedure and agree that You shall comply with and abide by its terms and conditions.

**25. OTHER COUNTRY CODE TOP LEVEL DOMAINS**

You represent and warrant that You meet the eligibility requirements of each country code top level domain ("ccTLD") You apply for. You further agree to be bound by any registry rules, policies, and agreements for that particular ccTLD. These may include, but are not limited to,

agreeing to indemnify the ccTLD provider, limiting the liability of the ccTLD provider, and requirements that any disputes be resolved under that particular country's laws.

#### **26. PROVISIONS SPECIFIC TO .AT REGISTRATIONS**

You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry.

#### **27. PROVISIONS SPECIFIC TO .BE REGISTRATIONS.**

You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry.

#### **28. PROVISIONS SPECIFIC TO .CO.NZ, .NET.NZ, AND .ORG.NZ REGISTRATIONS.**

You understand and agree that in order to register these domains, a pre-registration DNS validation check is required by the Registry.

#### **29. ADDITIONAL REQUIREMENTS FOR .UK ( .ORG.UK , .ME.UK , .CO.UK ) REGISTRATIONS**

You understand and agree that when You register one of these domains, that the minimum term is two years.

#### **30. PROVISIONS SPECIFIC TO .BE REGISTRANTS**

You agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

#### **31. PROVISIONS SPECIFIC TO .DE REGISTRANTS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

##### **.DE Registration Restrictions**

You represent and warrant that You or Your administrative contact has a German address, which cannot be a P.O. Box. You may not use the names of other top-level domains (e.g. .ARPA, .COM, .EDU, .GOV, .INT, .NET, .NATO, .MIL, .ORG and all country-related TLDs) or German automobile identification numbers as domain names.

##### **.DE Local Presence Service**

If You do not provide an administrative contact ("Admin-C") with a German address, then You shall be subject to the local presence service terms and conditions, which are part of the registration guidelines for this ccTLD. You also agree to the following:

- i. Go Daddy and You hereby request and authorize Verisign to list an individual designated by Verisign as Admin-C for the requested DENIC domain(s). Neither Verisign nor the Admin-C are required to monitor the legality of the domain name use including, not limited to, contents and services offered;
- ii. Go Daddy and You acknowledge and agree that Verisign and/or the Admin-C may, without any liability to You or any third-party, take such steps as in the opinion of Verisign and/or the Admin-C are necessary in order to (a) limit Verisign's and/or the designated Admin-C's liability related to, directly or



indirectly, the DENIC domain(s); (b) comply with any laws, regulations or other legal requirements; and/or (c) address any letter, causes of action, suits, proceeding, complaints, cease and desist orders and demands of any kind or any other inquiry from DENIC or any other third party related to the DENIC domain(s). Such actions may include, but are not limited to, (a) disabling the website pending resolution of the conflict and/or redirecting the DENIC domains to a blank page or placeholder; (b) cancelling the registration of the DENIC domain name(s); (c) ceasing administration of the domain name and placing it in a transit state; (d) removing or replacing the Admin-C from or in the Whois record, (e) redirecting the DENIC domain(s) to an alternate IP address; (f) allowing the registration of the DENIC domain to lapse; (g) transferring the registration to an individual or entity which is awarded the registration through any court proceeding, arbitration, or by DENIC; (h) settling any and all third party, whether threatened or made, arising out of You use of the DENIC domain names; and/or (i) terminating the Local Presence Service. Go Daddy and You undertake to respond in writing to requests by Verisign and/or the Admin-C immediately within time limits set by Verisign and/or the Admin-C. Unless a different response deadline is requested in writing by Verisign and/or the Admin-C, Go Daddy and You agree to respond in writing to such requests within forty eight (48) hours. Correspondence sent to Go Daddy or You shall be regarded as delivered. Verisign or the Admin-C may, at its own discretion, request a security for its expenses which may occur in case a third party alleges that the use of the domain name is an infringement of laws. The amount of security will be determined at the Admin-C discretion in accordance with the Court Costs (GKG) and the Attorney's Remuneration Act (RVG). The security must be paid in cash or guaranteed by a major German bank or savings bank (Sparkasse) within the time limit set by Verisign and/or the Admin-C.

- iii. Go Daddy AND YOU ACKNOWLEDGE AND AGREE THAT VERISIGN AND THE ADMIN-C SHALL HAVE NO LIABILITY TO YOU, Go Daddy OR ANY THIRD-PARTY RELATED TO, DIRECTLY OR INDIRECTLY, THE LOCAL PRESENSE SERVICES AND/OR THE EXERCISE OF ANY OF THEIR RIGHTS UNDER THESE LOCAL PRESENSE SERVICES TERMS AND CONDITIONS. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OR ELIMINATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, VERISIGN'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- iv. Go Daddy and You agree to release, defend, indemnify and hold harmless Verisign, its parent companies, subsidiaries, affiliates, shareholders, agents, directors, officers and employees and the individual designated as Admin-C for the DENIC domain(s), from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable attorneys' fees, arising out of or related in any way to, the Local Presence Services, the DENIC domain(s), and/or Your use of the DENIC domain(s).

## 32. .JP REGISTRATION RESTRICTIONS

You represent and warrant that You have a local presence in Japan with a home or office address. You agree that certain domains are reserved and can only be registered by certain parties. These include:

- i. TLDs, other than ccTLDs, as determined by ICANN;
- ii. Geographical-type .JP domain names that are defined as metropolitan, prefectural, and municipal labels;
- iii. Names of primary and secondary educational organizations
- iv. Names of organizations related to Internet management;
- v. Names required for .JP domain name operations; and
- vi. Character strings which may be confused with ASCII-converted Japanese domain names.

The complete list of .JP Reserved Domains is available online.

#### **Additional Requirements for .JP Registrants**

You agree to be bound by any registry rules, policies, and agreements for this ccTLD, which are incorporated herein. You must choose from the following list of Japanese Prefecture codes and submit this information with Your order. Prefecture codes are defined as follows:

01 HOKKAIDO  
13 SAITAMA  
25 OSAKA  
37 TOKUSHIMA

02 AOMORI  
14 IBARAKI  
26 WAKAYAMA  
38 EHIME

03 IWATE  
15 TOCHIGI  
27 HYOGO  
39 KOCHI

04 AKITA  
16 GUNMA  
28 TOYAMA  
40 FUKUOKA

05 YAMAGATA  
17 YAMANASHI  
29 FUKUI  
41 SAGA

06 MIYAGI  
18 SHIZUOKA  
30 ISHIKAWA  
42 NAGASAKI

07 FUKUSHIMA  
19 GIFO  
31 OKAYAMA  
43 KUMAMOTO



08 NIIGATA  
20 AICHI  
32 SHIMANE  
44 OITA

09 NAGANO  
21 MIE  
33 YAMAGUCHI  
45 MIYAZAKI

10 TOKYO  
22 KYOTO  
34 TOTTORI  
46 KAGOSHIMA

11 KANAGAWA  
23 SHIGA  
35 HIROSHIMA  
47 OKINAWA

12 CHIBA  
24 NARA  
36 KAGAWA

### **33. PROVISIONS SPECIFIC TO .NZ REGISTRANTS (.CO.NZ, .ORG.NZ, .NET.NZ)**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

If you are registering a Second Level Domain under this ccTLD, You further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are incorporated and made a part of this Agreement herein.

#### **.NZ Registration Restrictions (.CO.NZ, .ORG.NZ, NET.NZ)**

You represent and warrant that You are an identifiable individual over 18 years of age or a properly constituted organization.

### **34. PROVISIONS SPECIFIC TO .AT REGISTRANTS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and are incorporated herein.

### **35. PROVISIONS SPECIFIC TO .UK REGISTRANTS (.ORG.UK, .ME.UK, .CO.UK)**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available here and the rules are available here , and are incorporated herein.

If you are registering a Second Level Domain under this ccTLD, You further agree to be bound by the Second Level Domain's rules, policies, and agreements, which are incorporated and made a part of this Agreement herein.

**36. PROVISIONS SPECIFIC TO .CC REGISTRANTS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

**37. PROVISIONS SPECIFIC TO .TV REGISTRANTS**

You represent and warrant that You meet the eligibility requirements of this ccTLD. You further agree to be bound by any registry rules, policies, and agreements for this ccTLD. The registration guidelines for this ccTLD are available online and are incorporated herein.

**.TV Registration Restrictions**

If You are registering a multi-lingual .TV domain name, You are aware of and agree that the domain name must be less than 16 characters in length. The FAQ on multi-lingual .TV domain names is available online.

**38. ADDITIONAL REQUIREMENTS FOR .TW REGISTRANTS**

If You are registering a .TW domain name You also agree to the following:

**Compliance with Applicable Law**

You agree to obey and comply with any and all applicable laws, regulations and administrative policies promulgated by the Taiwan Network Information Center ("TWNIC").

**Compliance with TWNIC Rules**

You agree to obey, comply with and be bound by TWNIC rules and regulations and their any and all updates, revisions and modifications, which may be made by TWNIC from time to time, including but not limited to:

- i. Supervision and Guidance Regulation for Internet Protocol (IP) Address and Domain Name Registration and Management Services here .
- ii. Guidelines for Administration of Domain Name Registration here .
- iii. Guidelines for Authorization of Domain Name Registration Services here .
- iv. TWNIC Domain Name Dispute Resolution Policy here .
- v. Rules for TWNIC Domain Name Dispute Resolution Policy here .

**Right to Accept Notice**

You give Go Daddy the right to accept written complaints from third parties against false and/or inaccurate Whois data and You agree to follow any procedural regulation that may exist between the .TW registry operator, currently NeuLevel Inc. and Go Daddy.

**Governing Law**

With regards to .TW domain names, the Domain Registration Agreement will be interpreted and governed by the Laws of Taiwan.

**Indemnification**



You agree to indemnify, defend and hold harmless the .TW Registry Operator, NeuLevel, Inc., and its 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 the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

#### **.TW Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .TW registrations. You shall register for any and all .TW registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

### **39. ADDITIONAL REQUIREMENTS FOR .CN REGISTRANTS**

If You are registering a .CN domain name You also agree to:

#### **Limitations on Registration**

You may not register or use a domain name that is deemed by China Internet Network Information Center (?CNNIC?) to:

- i. Be against the basic principles prescribed in the Constitution of the Peoples Republic of China (?PRC?);
- ii. Jeopardize national security, leak state secrets, intend to overturn the government, or disrupt the state of integrity of the PRC;
- iii. Harm national honor and national interests of the PRC;
- iv. Instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- v. Violate the PRC's religion policies or propagate cult and feudal superstition;
- vi. Spread rumors, disturb public order or disrupt social stability of the PRC;
- vii. Spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- viii. Insult, libel against others and infringe other people's legal rights and interests in the PRC; or
- ix. Take any other action prohibited in laws, rules and administrative regulations of the PRC.

#### **Restrictions on Transfer of cnTLD Domain Names**

You understand that you may not transfer to or from a domain registrar that is headquartered or controlled by an entity located inside China .

#### **Jurisdiction**

For the adjudication of disputes concerning or arising from use of the registered .cn Domain Name, You agree to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) your domicile state, (2) Arizona, and (3) the People's Republic of China .

#### **Suspension of Service:**

You agree that Your registration of the .cnTLD domain name shall be subject to suspension, cancellation, or transfer pursuant to any NeuLevel or CNNIC adopted specification or policy.

#### **Compliance with CNNIC Dispute Resolution Policy**

You agree to obey, comply with and be bound by the CNNIC Dispute Resolution Policy and any and all updates, revisions and modifications, which may be made by CNNIC from time to time. The CNNIC Dispute Resolution Policy may be currently accessed here.

#### **Right to Accept Notice**

You give Go Daddy the right to accept written complaints from third parties against false and/or inaccurate Whois data and You agree to follow any procedural regulation that may exist between the .CN registry operator, currently NeuLevel Inc. and Go Daddy.

#### **Indemnification**

You agree to indemnify, defend and hold harmless the .CN Registry Operator, NeuLevel, Inc., and its 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 the Registered Name holder's domain name registration. This indemnification requirement shall survive the termination or expiration of the registration agreement.

#### **.CN Registration Restrictions**

You acknowledge and agree that You are not permitted to purchase private or proxy .CN registrations. You shall register for any and all .CN registrations using Your personal information, which information You represent and warrant is current, accurate and complete.

### **40. ADDITIONAL REQUIREMENTS FOR .JOB REGISTRANTS**

If You are registering a .JOB domain name You also:

- i. Agree to provide information regarding membership in a Human Resource Association, and the identity of any such association;
- ii. Agree to provide the URL of Your existing company website;
- iii. Acknowledge that you have read, understood and agree to be bound by the .Job's Registry-Registrant agreement as amended from time to time, located here;
- iv. Warrant that you meet the eligibility requirements as provided by the Registry and as modified from time to time, and to abide by the JOBS Usage Policy and Terms and Conditions as amended from time to time and stated here;
- v. Agree to abide by the SHRM code of professional ethics as stated here;
- vi. Agree to indemnify, defend and hold harmless the Registry Operator and its subcontractors, shareholders, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to Your domain name registration. This indemnification obligation shall survive the termination or expiration of this Agreement; and
- vii. Further acknowledge and agree that the Registry Operator is an intended third



party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.

#### **41. PROVISIONS SPECIFIC TO .AM REGISTRANTS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **42. PROVISIONS SPECIFIC TO .FM REGISTRANTS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **43. PROVISIONS SPECIFIC TO .GS, .MS, .TC AND .VG REGISTRANTS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for these ccTLDs, which may be found here.

#### **44. PROVISIONS SPECIFIC TO .NU REGISTRANTS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **45. PROVISIONS SPECIFIC TO .TK REGISTRANTS**

You acknowledge and agree to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found here.

#### **46. PROVISIONS SPECIFIC TO .MOBI REGISTRANTS**

You acknowledge and agree that You shall comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide, found here. You consent to the monitoring of Your website as described in the dotmobi Style Guide monitoring guidelines, found here, for compliance with the Style Guide.

Further, You acknowledge and agree that the Style Guide is subject to modification by the dotmobi registry, with any such changes found here, and You acknowledge and agree that You will comply with any such changes in the time allotted.

You agree to indemnify to the maximum extent permitted by law, defend and hold harmless 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 Your domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement;

Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or 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 Your domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement;

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. (?dotmobi?), the Registry Operator of the .mobi TLD, 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 dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Go Daddy being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement.

You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which dotmobi has responsibility in accordance with the Registry Agreement between ICANN and dotmobi or other arrangement with ICANN.

You consent to the use, copying, distribution, publication, modification and other processing of Your personal data by dotmobi and its designees and agents in a manner consistent with the purposes for which Your personal data is collected by Go Daddy and submitted to dotmobi and with relevant mandatory local data protection, law and privacy.

You shall immediately correct and update Your registration information for Your registered domain name(s) during the registration term for each registered name.

You further agree to 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 Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;

You acknowledge and agree that dotmobi and Affiliates Limited, acting in consent with dotmobi, reserves 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 dotmobi as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by dotmobi or any registrar in connection with a domain name registration, and dotmobi also reserves the right to freeze a domain name during resolution of a dispute.

You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration.

You Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.



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