

.CLOUD – Terms and Conditions

In addition to your registration and/or reseller agreement, the Aruba PEC SpA TLDs Registry-Registrar Agreement (“RRA”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration and/or reseller agreement and the terms set out here, the RRA terms shall prevail.

1. Registrants must comply and adhere with Registry Policies adopted by the Aruba PEC SpA registry. At all times while it is sponsoring the registration of any registered Name within the Registry System, Registrar shall have in effect an electronic or paper Registration Agreement with the Registrant. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Aruba PEC SpA under this Agreement.

1.1 Registrants must comply with all applicable laws.

1.2 Registration Agreement will include provision requiring all registrants to comply with all applicable laws including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming, disclosure of data financial regulations.

1.3 and include a provision prohibiting Registrants from distributing malware, abusively operating botnets, or phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name.

2. Registration Agreement with each Registrant shall include, as applicable, an obligation for each Registrant to comply with each of the following requirements:

2.1 ICANN standards, policies, procedures, requirements and practices for which Aruba PEC SpA has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN, and including the UDRP, Trademark Clearinghouse and Trademark Claims Service, the trademark Post Delegation Resolution Procedure, Registry Restrictions Dispute Resolution Procedure, Public Interest Commitment Dispute Resolution Procedure and the Uniform Rapid Suspension System; and

2.2 Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Aruba PEC SpA's in a non-arbitrary manner and applicable to all registrars, including affiliates of Aruba PEC SpA, and consistent with ICANN's standards, policies, procedures, and practices and Aruba PEC SpA's Registry Agreement with ICANN. Additional or revised Aruba PEC SpA operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by Aruba PEC SpA's to Registrar unless mandated by ICANN with a shorter notice period. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's Registration Agreement.

3. Additional Requirements for Registration Agreement. In addition Registrants are obliged to:

3.1 Consent to the use, copying, distribution, publication, modification and other processing of Registrant's personal Data by Aruba PEC SpA and its designees and agents in a manner consistent with the purposes specified pursuant to Section 3.4, including data escrow requirements as determined by ICANN;

3.2 Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and submit to proceedings commenced under ICANN's Uniform Rapid Suspension System ("URS"), under ICANN's related rules; and

3.3 Correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.4 When applicable, agree to be bound by the terms and conditions of the initial launch of the Registry TLD including without limitation the Sunrise period and the Landrush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further to acknowledge that Aruba PEC SpA has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise period or the Landrush 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 over a Sunrise registration; and

3.5 Acknowledge and agree that Aruba PEC SpA reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (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, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Aruba PEC SpA, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) Per the terms of the Registration Agreement or (5) to correct mistakes made by Aruba PEC SpA or any Registrar in connection with a domain name registration. Aruba PEC SpA also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. Aruba PEC SpA will provide Registrar notice via EPP poll command and email or phone call of any cancelation, transfers, changes or registry lock made to any registration by Aruba PEC SpA (in respect of a domain sponsored by the Registrar).

3.6 As part of its registration of Registered Names in the TLDs, Registrar shall submit to, or shall place in the Registry Database via the Registry System operated by Registry Services Provider, the following data elements:

i The name of the Registered Name being registered;

ii The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if available;

iii Unless automatically generated by the Registry System, the identity of the Registrar;

iv Unless automatically generated by the Registry System, the expiration date of the registration; and

v Public Access to Data on Registered Names.

vi During the Term of this Agreement: at its expense, if required by ICANN Registrar shall provide an interface or link to the TLD Whois

vii Until Aruba PEC SpA's otherwise specifies by means of a Aruba PEC SpA's adopted specification or policy, the TLD Whois shall consist of the following elements:

a) The name being registered;

- b) The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- c) The identity of Registrar (which may be provided through Registrar's website);
- d) The original creation date of the registration;
- e) The expiration date of the registration;
- f) The name and postal address of the Registrant;
- g) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
- h) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

4. Upon receiving any updates to the data elements listed in Section 3. from the Registrant, Registrar shall promptly, and no later than within five (5) business days, update its database and provide such updates to the Registry Services Provider.