

.ECO (the Big Room Inc. Registry) – Terms and Conditions

In addition to your registration agreement, the Big Room Inc. Registry TLD Registry-Registrar Agreement (“RRA”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the terms set out here, the RRA terms shall prevail.

Registry Operator and/or Registry Service Provider shall notify Registrar of the purposes for which Personal Data submitted to Registry Service Provider by Registrar is collected and processed, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data.

In addition Registry Operator may use the Personal Data submitted to Registry Service Provider for the following purposes:

- I. Verification by Registry Operator of the qualifications of Registered Name Holders.
- II. Directory listings of Registered Name Holders.
- III. Eco Profile and Eco System services for Registered Name Holders including, for example, environmental fund and awareness raising programs.
- IV. Demographic data collected for statistical analysis.
- V. Communications with Registered Name Holders to implement the above.

It is agreed that such Personal Data may be stored in or transmitted to a country that does not have data protection standards which are the equivalent of those in the European Economic Area, including without limitation Canada and the United States of America. Registry Operator and Registry Service Provider shall take appropriate technical and organizational security measures to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator and Registry Service Provider shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrar. It is agreed that Registry Operator and Registry Service Provider may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrar regarding the purpose and procedures for such use. Registry Operator and Registry Service Provider, to the extent they are a Data Processor of the Personal Data of which the Registrar is Data Controller, shall answer the Registrar’s reasonable enquiries to enable it to monitor their compliance with this Clause.

In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the 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 the Registered Name Holder's domain name registration and its respective content in the Eco System and Eco Profile. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

- I. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time; and
- II. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator or Registry Service Provider in a nonarbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry Operator or Registry Service Provider operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days' notice by Registry Operator or Registry Service Provider to Registrar. 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 supercede those of the Registrar's registration agreement.

In addition to the provisions already outlined in this Agreement, in its Registration Agreement with each Registered Name Holder, Registrar shall include, at a minimum, the following certifications and terms which will be mandatory:

- i) the data provided in the domain name registration application is true, correct, up to date and complete;
- ii) the Registered Name Holder consents to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified previously.
- iii) the Registered Name Holder agrees to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
- iv) the Registered Name Holders who collect and maintain sensitive health and financial data will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law;
- v) the Registered Name Holder will comply with applicable consumer protection laws and regulations when the Registry TLD (the term "eco") is used to describe environmental characteristics or to imply environmental benefit associated with a product or service;
- vi) the Registered Name Holder submits to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms ("RPMs"), including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails;
- vii) the Registered Name Holder will immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

- viii) the Registered Name Holder agrees to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation, the procedure and process for compliance with ICANN's RPMs, including the Trademark Clearing House requirements and the Sunrise Dispute Resolution Policy, and further acknowledges that Registry Operator and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs, the Sunrise and the dispute resolution procedures relating thereto, including, without limitation: (i) the ability or inability of a registrant to obtain a domain name during these periods; and (ii) the results of any dispute over the outcome of any dispute resolution proceeding;
- ix) the Registered Name Holder acknowledges and agrees that all .eco domain names will be registered on server hold status pending the Registered Name Holder complying with the minimum requirements to activate a .eco domain: (1) pledging in their Eco Profile to support positive change for the planet and to be honest when sharing environmental actions; and (2) affirming in their Eco Profile their eligibility under the Registry Policies;
- x) the Registered Name Holder acknowledges and agrees that the Registry Operator itself or through the Registry Service Provider reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on server hold, registry lock or similar status, that it deems necessary, in its discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) per the terms of the registration agreement; (v) as part of Verification procedures, in particular that Registered Names will remain on server hold, registry lock or similar status until after the successful completion of the Verification procedures; or (vi) to correct mistakes made by the Registry Operator, the Registry Service Provider or any Registrar in connection with a domain name registration; and
- xi) the Registered Name Holder acknowledges and agrees that Registered Name Holders are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, posting false information, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any domain name and the suspension of the domain name.