

## **.FEEDBACK - Terms and Conditions**

In addition to your registration agreement, the .FEEDBACK 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.

1. At all times during and after domain registration, Registrant must abide by an electronic or paper Registration Agreement with the Registrant. This agreement shall include in terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry under this Agreement.
2. Registrants must comply with all applicable laws.
3. Further and in particular, registrants agree 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 (if applicable), disclosure of data and financial regulations.
4. Registrants are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or 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.
5. If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
6. Each registrant agrees to indemnify, defend and hold harmless the registry operator, CentralNic and their 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 registrant's domain name registration. This indemnification obligation shall survive the termination or expiration of the registration agreement.
7. Each registrant shall comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, and practices for which 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 Registry TLD established from time to time by REGISTRY OPERATOR in a non-arbitrary manner and applicable to all registrars, including affiliates of REGISTRY OPERATOR, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Additional or revised REGISTRY OPERATOR operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon notice ninety (90) days prior notice by REGISTRY OPERATOR 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.
8. In addition, each Registrant shall:

a. Consent 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 Section 4.4, including SAAS Platform services (unless Registrant elects **not** to have such service) and data escrow requirements as determined by ICANN.

b. 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

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

d. 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 land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any 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 or the land rush 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

e. acknowledge and agree that REGISTRY OPERATOR 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 REGISTRY OPERATOR, as well as its affiliates, subsidiaries, officers, directors, and employees and those of CentralNic; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by REGISTRY OPERATOR or any Registrar in connection with a domain name registration. REGISTRY OPERATOR also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. REGISTRY OPERATOR will provide Registrar notice via EPP command, email or phone call of any cancellation, transfers, changes or registry lock made to any registration by REGISTRY OPERATOR (in respect of a domain sponsored by the Registrar).

f. 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 Complete Registration Data which means the full contact data for each Registered Name Holder, regardless of whether privacy or proxy service protected data is provided in the whois database. In other words, if a privacy or proxy service is enabled on a Registered Name, Registrar shall provide REGISTRY OPERATOR with both the privacy or proxy service data for display in the whois database and the actual registration data of the Registered Name Holder, or, if different, the real party in interest, which REGISTRY OPERATOR shall not display in the whois database. Registrars that do not provide privacy or proxy services and provide to REGISTRY OPERATOR the same contact data provided by the registrant to Registrar shall be deemed to have met the requirements of this Section 5.9.6 unless the Registration Data is not available to registrar by its resellers or sub-resellers, then the Registrar shall only be required to submit such complete data as available to the Registrar.
- ii. The primary name server and secondary name server(s) for the Registered Name and corresponding names of those names servers, if customer has a Self-Service registration;

- 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 REGISTRY OPERATOR otherwise specifies by means of a REGISTRY OPERATOR adopted specification or policy, the TLD Whois shall consist of the following elements:
  - 1. The name being registered;
  - 2. The names of the primary nameserver and secondary nameserver(s) for the Registered Name;
  - 3. The identity of Registrar (which may be provided through Registrar's website);
  - 4. The original creation date of the registration;
  - 5. The expiration date of the registration;
  - 6. The name and postal address of the Registrant;
  - 7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
  - 8. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

**9.** The Registrant agrees to provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and the data elements listed in Section 8.

**10.** A Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registrant's Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration.

**11.** Data about identified or identifiable natural persons (Personal Data) submitted to the Registry by Registrar under this Agreement will be collected and used by REGISTRY OPERATOR and or CentralNic for the purposes of providing Registry Services as defined in the Registry Agreement for the TLD as Amended (including but not limited to publication of registration data in the directory services, also known as whois or RDDS and for its additional services, in particular its DNS Records Service and SAAS Platform) and for purposes of data escrow requirements.

**12.** Each Registrant agrees that non-standard domains have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name.). Early Access Program Domains, including registration, renewal and transfer pricing.