

.ONG – Terms and Conditions

In addition to your registration agreement, the .ONG 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. Indemnification Required of Registrants. In its registration agreement with each Registrant, Registrar shall require such Registrant to indemnify, defend and hold harmless PIR, its member 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 Registrant's domain name registration and content of the Directory and Portal. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

2. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registrant, as applicable, an obligation for such Registrant to comply with each of the following requirements:

2.1. ICANN standards, policies, procedures, and practices for which PIR has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;
and

2.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by PIR in a non-arbitrary manner and applicable to all registrars, including affiliates of PIR, and consistent with ICANN's standards, policies, procedures, and practices and PIR'S Registry Agreement with ICANN. Additional or revised PIR operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by PIR 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 supersede those of the Registrar's registration agreement.

3. With respect to proceedings commenced under the Uniform Rapid Suspension (“URS”), Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed; provided, however, that the Registrar must not renew a domain name to a URS Complainant who prevailed for longer than one year.

3.1. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 2.1, in its registration agreement with each Registrant, Registrar shall require such Registrant to:

a. consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by PIR and its designees and agents in a manner consistent with the handling of personal data;

b. submit 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;

c. Submit to proceedings commenced under PIR's Restrictions Dispute Resolution Policy (“RDRP”), available at <http://domain.adrforum.com/main.aspx?itemID=2246> ;

d. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

e. agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RDRP, the RPMs and the dispute resolution procedures relating thereto, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RDRP, the RPMs and the dispute resolution procedures relating thereto, 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 the outcome of any dispute resolution proceeding; and

f. Acknowledge and agree that PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name bundles(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 PIR, as well as its affiliates, subsidiaries, officers, directors, and employees;

(4) per the terms of the registration agreement

(5) as part of Validation procedures or

(6) to correct mistakes made by PIR or any Registrar in connection with a domain name registration.

PIR also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

g. Acknowledge and agree that 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 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.