

## **.TRADING – Terms and Conditions**

In addition to your registration and/or reseller agreement, the .TRADING 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. Each reseller agrees to obtain the consent of each Registrant in the Registry TLD for the collection and use (as further described in the Registry Privacy Policy) of its Personal Data.
2. Accredited Registrar may at their discretion from time to time, designate one (1) or more resellers that will be permitted to provide Registrar services consistent with those permitted under this Agreement (each a “Reseller”). Accredited Registrar shall enter into a paper or electronic agreement with each of Accredited Registrars’ Resellers (a “Reseller Agreement”) to ensure compliance with this Agreement. All Reseller Agreements shall expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar’s covenants, obligations, representations and warranties as set forth in this Agreement. Accredited Registrar shall be primarily liable for all acts and omissions of their Resellers as if the same were made by Accredited Registrar directly, and Registry’s obligations under this Agreement shall not be increased due to the appointment of any Resellers. Further, in each Reseller Agreement with a Reseller, Accredited Registrar shall require such Reseller to indemnify, defend and hold the Registry harmless (by express reference or by reference to all Registry operators) and its Affiliates and subsidiaries, as well as their respective owners, directors, managers, officers, employees, representatives, agents, service providers and contractors from and against any and all claims, damages, liabilities, costs and expenses of any kind, including without limitation legal fees and expenses (including on appeal), arising out of or relating to (a) any claim or alleged claim relating to any product or service of such Reseller; (b) any claim or alleged claim relating to any agreement with any Registrant that registers a Registered Name through Reseller; (c) any claim or alleged claim relating to the Reseller’s domain name registration business or other activities, including, but not limited to, the Reseller’s advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; and/or (d) any breach by the Reseller of any of the terms, conditions, covenants, obligations, agreements, representations or warranties set forth herein. Each Reseller Agreement shall further require that the Reseller shall not enter into any settlement or compromise of any such indemnifiable claim without the Registry’s prior written consent. This indemnification obligation must be made to survive any termination or expiration of the Reseller Agreement and/or this Agreement. The Registry reserves the right upon written notice to require Registrar to terminate any Reseller’s right to provide registrar services with respect to the TLDs if such Reseller fails to comply with any terms of this Agreement (a “Reseller Breach”) and to take any measures we deem necessary to prevent such Reseller from accessing the Registry System. Unless the nature of the Reseller Breach is such that it is incapable of being cured or the same breach has been committed previously by the same Reseller, our notice shall provide a ten (10) calendar day cure period.