

## Latin American Telecom, LLC (.TUBE) – Terms and Conditions

In addition to your registration agreement, the Latin American Telecom, LLC 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.

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 Registered Name Holder; a link to the current version(s) of the registration agreement is attached as Exhibit C. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement, the Registry Agreement, and the Registrar Accreditation Agreement.

In its registration agreement with each Registrant, the Registrar shall require such Registrant to:

- a) acknowledge and agree that Registry 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, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.
- b) Comply with Registry’s Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website..
- c) Obtain the consent of each registrant in the Registry TLD for collection and use of Personal Data in accord with Registry Operator’s Privacy Policy
- d) During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until ICANN adopts an alternative Consensus Policy, Specification and/or Temporary Policy, approved by ICANN, with respect to the resolution of disputes concerning Registered Names, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy (“UDRP”) identified on ICANN's website ([www.icann.org/general/consensus-policies.htm](http://www.icann.org/general/consensus-policies.htm)), as may be modified from time to time. Registrar shall also comply with the Uniform Rapid Suspension (“URS”) procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry Operator for which Registrar is providing Registrar Services.
- e) Include in their Registration Agreements a provision prohibiting Registered Name Holders 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 of the domain name. Registrar shall not enable, contribute or willingly aid any third party in such prohibitions. Registrar shall provide Registrant with a description of potential consequences for such activities, including suspension of the domain name

## **Registrar's Reseller and/or Registration Agreement and Indemnification**

In its reseller and/or registration agreement with each Reseller and/or Registered Name Holder, Registrar shall require such Reseller and/or Registered Name Holder to indemnify, defend and hold harmless the Registry Operator and Registry Service Provider and their subcontractors, subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from and against any and all claims, demands, damages, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, including reasonable legal and attorney's fees and expenses, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

## **Compliance with Terms and Conditions and Operational Compliance**

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

- a) ICANN standards, policies, procedures, and practices for which Registry Operator has responsibility in accordance with the Registry Agreement.
- b) Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry Operator's notification to Registrar of the establishment of those terms and conditions. Among Registry Operator's Operational Requirements are those set forth in Exhibit D, as may be amended from time to time and posted at Registry Operator's website and/or notified to Registrar.
- c) Registrar agrees to comply with any and all Applicable Law, regulation or court order in relation to its operations and registrations of the Registry TLD.
- d) Registrar shall not represent to anyone that Registrar enjoys access to any of the Registry Operator's Registry System that is superior to that of any other registrar accredited for the Registry TLD.