

Donuts Registration - Terms and Conditions

In addition to your registration agreement, the Donuts registration terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the Donuts registration terms and conditions set out here, the Donuts registration term and conditions shall prevail.

Definitions:

Applicant means a natural person, company, or organization submitting an Application for a Registration.

Application means a complete, technically correct request for a Domain Name Registration made with the Registry, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a Registrar.

Auction means the auction to determine the prevailing Registrant when more than one Applicant submits an Application for the identical Domain Name.

Auction Provider means the auction provider(s) published on the Registry Website, which may vary.

Auction Rules are the terms and conditions published by the Auction Provider on the Registry Website.

AUP means the Registry's policy regarding anti-abuse and acceptable use of its Services, as may be amended from time to time, located at the Registry Website.

Available Domain Names means a Domain Name that is not already registered or a Reserved Domain Name.

Domain Name means domain name in and maintained by the Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").

Donuts means Donuts Inc. and its affiliates, including the Registry.

Early Access Program means the service allowing Domain Names during the first days of General Availability.

Early Access Program Fee means the non-refundable and one-time fee for each Registration made during the Early Access Program.

General Availability means the timeframe during which Domain Names are generally available for registration by eligible Registrants without the need for an SMD File.

ICANN means the Internet Corporation for Assigned Names and Numbers.

ICANN Requirements means all applicable ICANN policies, including the Registry Agreement.

IDN means Internationalized Domain Name.

Premium Name is a Domain Name designated by the Registry, in its sole discretion, for non-standard pricing.

Registered Name means a Domain Name that has been registered in and is maintained by the Registry.

Registrant means the Registered Name holder.

Registrar means a Domain Name registrar sponsoring an Applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

Registration means a Domain Name and its associated information (e.g., WHOIS data) submitted in accordance with the Terms and Conditions.

Registration Fee means the per annum fee charged for the Registration of a Domain Name.

Registration Period means the length of time a Domain Name is registered.

Registry means the applicable Donuts Subsidiary operating the applicable TLD.

Registry Agreement means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.

Registry Policies means the rules, protocols, policies or procedures, including without limitation the Terms and Conditions adopted and/or amended from time to time by the Registry.

Reserved Domain Name means a Domain Name that has been set aside by the Registry.

Registry Website means www.donuts.co or any other URL directed from such website.

Second Level Domain or SLD means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).

SMD File is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.

Shared Registration System or SRS means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations.

Standard Name means the lowest-priced and most common type of Domain Name made available by the Registry on a first-come, first-served basis.

String means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity, this includes Punycode conversions of IDNs.

Sunrise means the period in which only holders of SMD Files may submit Sunrise Applications.

Sunrise Application means the non-transferrable Application for a Domain Name made during Sunrise.

Sunrise Registration means a Domain Name Registration resulting from an approved Sunrise Application.

Sunrise Participation Fee is the non-refundable and one-time fee charged for a Sunrise Application.

Terms and Conditions means this document, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time.

TMCH means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

TMCH Guidelines means the then effective guidelines found at <http://www.trademark-clearinghouse.com>

TLD means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name “second.top”, “.top” is the TLD).

UDRP means ICANN’s Uniform Dispute Resolution Process, as applied and amended.

URS means ICANN’s Uniform Rapid Suspension System.

WHOIS means the publicly available and transaction-oriented query/response protocol used to provide identifying information regarding Registrants on the Internet.

1. Availability

1.1. During General Availability, Available Domain Names may be registered on a first-come, first-served basis, subject to the Registry Policies and ICANN Requirements.

1.2. During Sunrise, Registrars sponsoring Applicants with one or more SMD Files have exclusive access to submit Applications for Registrations in yearly increments from one (1) to ten (10) years. If more than one Applicant submits a Sunrise Application for the identical Domain Name, the prevailing Registrant will be determined by an Auction process, described at the Registry Website.

1.3. During the Early Access Program, which typically occurs during the first few days of General Availability, Applicants may purchase Available Domain Name Registrations by paying an Early Access fee for each Domain Name.

2. Registration Requirements

2.1. The Registry will not accept an Application for a Registration unless the applied-for Domain Name meets the specific requirements including the following technical and syntax requirements:

2.1.1. The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

2.1.2. The SLD cannot begin or end with a hyphen;

2.1.3. IDNs must be in the languages Donuts offers and supports, as noted on the Registry Website;

2.1.4. The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 2.1.2(c) above;

2.1.5. The SLD cannot exceed 63 characters; and

2.1.6. The SLD must contain at least one character.

3. Representations and Warranties

3.1. The Applicant or Registrant (as the case may be) represents and warrants that:

3.1.1. The Application or Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

3.1.2. It shall participate in good faith in any proceedings described in these Terms and Conditions commenced by or against the Applicant or Registrant; and

3.1.3. The Applicant or Registrant accepts and will abide by the Registry Policies.

4. Registry's Rights regarding Applications

4.1. Registrant represents and warrants that Registry shall be entitled, but not obligated, to reject an Application or Registration, or to delete, revoke, suspend, cancel or transfer a Registration:

4.1.1. To enforce Registry Policies and ICANN Requirements, each as amended from time to time;

4.1.2. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;

4.1.3. To protect the integrity and stability of the SRS or the operation or management of the Registry;

4.1.4. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

4.1.5. To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

4.1.6. To correct mistakes made by the Registry or any Registrar in connection with a Registration; or

4.1.7. As otherwise provided in the Terms and Conditions.

5. Cancellation

5.1. The Registry shall be entitled, but not obligated, to immediately suspend or cancel any Registration that is in breach of the Terms and Conditions, Registry Policies, or any other applicable law or regulation.

6. Sunrise

6.1. During Sunrise, Applicants with one or more SMD Files have exclusive access to submit Applications for Sunrise Registrations. Similar to Registrations, Sunrise Registrations may be purchased in yearly increments from one (1) to ten (10) years. Unlike Registrations that occur outside Sunrise, Sunrise Registrations are unaffected by Domain Names whose SLDs are under DPML Block (for terms, see DPML Terms on the link provided).

6.2. Each Applicant for a Sunrise Registration must include one or more SMD Files corresponding to the applied-for Domain Name and must meet the qualifications specified by ICANN Requirements and detailed in the TMCH Guidelines, as they may change from time to time

6.3. If more than one Sunrise Application is received meeting the eligibility criteria described herein for the same Domain Name during Sunrise, all such Applications will be submitted to the Auction Provider, who will notify the Registry of the winner of the auction in accordance with then-published Auction Rules.

6.4. Domain Names awarded to successful Sunrise Applicants will resolve when activated by the Registry typically within seven (7) days of notification by the Auction Provider.

6.5. Registrant represents and warrants that:

6.5.1. The Sunrise Application or Sunrise Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

6.5.2. It shall participate in good faith in any proceedings described in the Terms and Conditions;

6.5.3. The Registry or its agents are authorized to share information--to the TMCH, other Sunrise Applicants, or the general public--relating to Applicant's Sunrise Application; and

6.5.4. The Sunrise Applicant or Registrant accepts and will abide by the Registry Policies.

6.6. Registrant represents and warrants that the Registry shall be entitled, but not obligated, to reject a Sunrise Application or Sunrise Registration, or to delete, revoke, cancel or transfer a Sunrise Registration:

6.6.1. To enforce Registry Policies and ICANN Requirements, each as amended from time to time;

6.6.2. That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;

6.6.3. To protect the integrity and stability of the SRS or the operation or management of the Registry;

6.6.4. To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

6.6.5. To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

6.6.6. To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration; or

6.6.7. If the Registry receives notice that the SMD File is under dispute.

7. Sunrise Auction Notification

7.1. Registrants will be notified if their Sunrise Application will be subject to Auction.

8. Early Access Program

8.1. The cost to register a Domain Name during the Early Access Program is comprised of the Registration fee plus the Early Access Program Fee.

8.2. Registrations during the Early Access Program will be allocated on a first-come, first-served basis.

9. Preventing Abuse

9.1. The Registry reserves the right to review WHOIS records to verify contact information of Registrants. Applicants or Registrants found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at the Registry's sole discretion, be disqualified from maintaining any current or future Registrations in any Donuts registry, including the Registry.

10. Limitation of Liability

10.1. To the extent permitted under governing law, the Registry shall only be liable in cases of proven wilful misconduct or gross negligence. In no event will the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to Registrations, or use of the SRS or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of information from the TMCH.

10.2. To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid in respect of Registrations. The Applicant represents and warrants that it has agreed that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant has

further agreed to submit to a binding arbitration for disputes arising from the Terms and Conditions and related to the allocation of Domain Name.

10.3. The Applicant represents and warrants to hold the Registry harmless from claims filed or disputes initiated by third parties, and that each shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Application for or the Registration, or use of the SLD by the Applicant infringes the rights of a third party.

10.4. For the purposes of this Section, the term "Registry" shall also refer to its stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

11. Registration Terms and Conditions

11.1. Registrant agrees that it shall not distribute, create, operate, transmit or engage in any of the following activities (a) malware, 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)

11.2. Registrant agrees to the collection and use of its personal data in accordance with Donuts published privacy policy located at Donuts Website under "Policies" (the "Privacy Policy"). Donuts will provide sixty (60) days' prior written notice of any changes to the Privacy Policy. Donuts may from time to time use data submitted for statistical analysis, provided that any such analysis will not disclose individual non-public Personal Data and such non-public Personal Data is only used for internal business purposes. Donuts will not share, sell, rent or otherwise disclose such non-public Personal Data to any third parties. Each Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Donuts.

12. Registrant Indemnity

12.1. Registrant shall (within thirty days of demand) indemnify, defend and hold harmless Donuts, Donuts' service providers, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. The Registration Agreement shall further require that the Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

13. Registrant Information

13.1. Donuts is entitled to, at any time, verify (a) the truth, accuracy, and completeness of any information provided by the Registrant in any Registration whether directly, through any of the

Registrars of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. The Registrant shall fully comply and cooperate with Donuts in connection with such verification and furnish all available documentation as Donuts may reasonably require to complete the verification.

14. The Uniform Rapid Suspension System and Uniform Domain Name Dispute Resolution Policy

14.1. Registrants are expressly directed to ICANN's Uniform Rapid Suspension System or Uniform Domain Name Dispute Resolution Policy, both as applied and amended at <http://newgtlds.icann.org/en/applicants/urs> and <http://www.icann.org/en/help/dndr/udrp>.

15. Non-Uniform Renewal Registration Pricing

15.1. Registrants expressly acknowledge and agree that the Donuts TLDs will have non-uniform renewal registration pricing such that the fee for a domain name registration renewal may differ from other domain names in the same or other Donuts TLDs.

16. Reservation of Rights

16.1. Donuts reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) or other transactions on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the Donuts TLD registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees; or (d) to correct mistakes made by Donuts or any Registrar in connection with a domain name registration. Donuts also reserves the right to place