MASTER SERVICES AGREEMENT

WHEREAS, Tucows.com Co., a Nova Scotia Corporation with its principal place of business in Toronto, Ontario, Canada (hereafter "Tucows"), provides certain services defined below as the "Tucows Services;" and

WHEREAS, Customer, the person or entity defined below, wishes to use, resell and/or provision the Tucows Services for itself and the benefit its own Users,

NOW, THEREFORE, in consideration of the mutual promises described in this Agreement, the parties agree to legally bind themselves as follows:

1.   DEFINITIONS

1.1.   "Aftermarket Premium Domain Names" refers to domains that are presently registered by a third party and that are available for purchase through a third-party service.

1.2.   "Agreement" means this document and all its schedules and other documents incorporated by reference.

1.3.   "API" is an acronym that stands for "Application Program Interface." As used in this Agreement, "API" means the set of technical specifications and routines that allow Customer's computer systems to access and carry out certain operations on Tucows' computer systems.

1.4.   "Commission" refers to the amount earned by a Customer on the sale of OpenSRS services via Storefront.

1.5.   "Communications" means all written communications with Users, including registration applications, confirmations, modifications, terminations, invoices, credits, or other correspondence related to the use or provisioning of the Tucows Services.

1.6.   "Confidential Information" means all information disclosed by a party, including technical information, software, financial data, and business and marketing plans. Confidential Information shall not include information which

    i.   is publicly available at the time of its disclosure or becomes publicly available though no fault of the receiving party;

    ii.   is lawfully obtained by the receiving party from a third party without restriction; or

    iii.   is known by the receiving party prior to the date of disclosure as demonstrated by the receiving party's records kept in the ordinary course of business.

1.7.   "Consent" means any freely given, specific, informed, and unambiguous indication of a data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

1.8.   "Contact(s)" are persons or entities associated with domain name records. "Contacts" include the registrant, billing contact, technical contact, administrative contact, or any other contact mandated by the Internet Corporation for Assigned Names and Numbers ("ICANN") or any Registry, now or in the future.

1.9. "Contact Data" includes the true, accurate, and current name, address, telephone number, and email address of a Contact.

1.10. "Customer" means the person or entity entering this Agreement with Tucows.

1.11. "Data Protection Authority" means an administrative, supervisory, or law enforcement authority or other governmental body with responsibility for the enforcement of Data Protection Laws.

"Data Protection Laws" means any applicable law or regulation concerning data protection and information security that governs the processing of Personal Data under ths Agreement, including the European Union's Regulation 2016/679 ("General Data Protection Regulation" or "GDPR").

1.12. "DNS" is an acronym that refers to the Internet's "Domain Name System."

1.13. "Effective Date" means the later of the two dates on the signature page below or, if the Agreement is executed by electronic means, the first date on which Customer agreed to these terms or began using the Tucows Services.

1.14. "OpenSRS" means the Open Shared Registration System developed and managed by Tucows. OpenSRS is a system for the registration of Internet domain names in Supported TLDs, for which Tucows is the Registrar.

1.15. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.16. "Premium Domain Names" refer to both Registry Premium Domain Names and Aftermarket Premium Domain Names.

1.17. "Processing", "Processed" or "Process", when capitalized herein, means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.18. "Registrant" or "Registered Name Holder" means the person or organization that has registered a domain name and has the right to use the domain name for a specified period of time on the terms and conditions specified by Tucows and Customer.

1.19. "Registrar" means a person or entity accredited by ICANN and/or Registry to facilitate the registration of domain names.

1.20. "Registry" means a person or entity that (i) maintains and serves the zone file for a Supported TLD or (ii) maintains and serves digital certification identifiers.

1.21. "Registry Premium Domain Names" refers to previously unregistered domains available for purchase at a non-standard price. Registry Premium Domain Names are being purchased directly from the registry.

1.22. "Registration Agreement" means the agreement entered into by and between Tucows and each Registrant, in substantially the form attached as Appendix B.

1.23.   "Shopco.com" refers to the secure e-commerce shopping cart and payment gateway used by Customers using the Storefront service to settle User payment of services provisioned through the Storefront. The charge on the Users credit card statement will appear as "Shopco.com".

1.24.   "Storefront" refers to Tucows' fully hosted e-commerce site for selling and provisioning OpenSRS domains and related services (including, e.g., registration of domain names, Premium Domain Names, Whois Privacy Services, Managed DNS, URL and Email Forwarding). "Storefront" also handles User billing through a secure payment gateway.

1.25.   "Sub-reseller" means resellers within the Customer's OpenSRS account which sell OpenSRS products on behalf of the Customer.

1.26.   "Supported TLDs" means those top-level domains offered by Tucows and which are specified on the Fee Schedule to this Agreement, at Appendix A.

1.27.   "Supported Certificate Services" means those digital certificate services offered by Tucows for which Customer hereby contracts to sell and which are specified on the Fee Schedule to this Agreement, at Appendix A.

1.28.   "Term" has the meaning outlined in Section 17 of this Agreement.

1.29.   "Tucows Services" means the services offered by Tucows in this Agreement and more fully described in Sections 2-15 below.

1.30.   "User" means a person or entity registering, transferring, renewing, or managing a domain name or digital certificate or otherwise using any of the Tucows Services through Customer.

1.31.   "Whois Information" means the Contact Data required by each Registrant for each domain name registration.

1.32.   "Whois Registry" means the publicly accessible directory of Contact Data for domain names, IP addresses, or digital certificates.

2.   OPENSRS

2.1.   Throughout the Term of this Agreement, Tucows shall provide Customer with access to OpenSRS to enable Customer to transmit both
        a)   domain name registration information for the Supported TLDs; and
        b)   digital certificate registration information for the Supported Certificate Services.

2.2.   In addition to providing customer with access to OpenSRS as specified above, Tucows also shall provide Customer with the ability to provision a Storefront to facilitate the sale and management of OpenSRS domain services to/for their Users.

2.3.   Tucows shall provide Customer with the API which will enable Customer to develop its own systems to register those domain names and digital certificates supported by Tucows.

2.4.   Customer shall submit all data elements as specified in the API to OpenSRS using the appropriate Tucows protocols.

2.5.   Customer shall use the API, and each of the Tucows Services, in the manner intended, as specified by Tucows from time to time.

2.6.   Tucows and Customer shall each meet the Processing and security requirements of the Data Processing Addendum, attached as Appendix C.

2.7.   Customer shall comply with all terms or conditions established by Tucows from time to time to assure the sound operation of OpenSRS.

2.8.   Customer shall develop and employ all necessary technology to ensure that its connection to OpenSRS and all transmissions between Customer, Users, sub-resellers (if applicable), and OpenSRS that are initiated for the purpose of creating, deleting, or modifying data within the Tucows database or a Registry database are secure. All transmissions shall be authenticated and encrypted using protocol prescribed by Tucows. Customer shall authenticate every connection with OpenSRS using its password and shall notify Tucows within four (4) hours of learning that its password, or the password(s) of any of its sub-resellers, have been compromised in any way. Customer shall inform Tucows by means of written notice as promptly as commercially reasonable upon becoming aware of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure, or access to the Personal Data processed by Tucows.

2.9.   Customer shall respond to and fix any and all technical problems, if any, in its use of OpenSRS as they arise.

2.10.   Customer agrees that Tucows, in its sole discretion, may temporarily suspend access to OpenSRS as necessary or appropriate.

2.11.   Contacting Support: When the customer calls OpenSRS support, Tucows will likely record and archive the conversation. If customer does not agree to this, contact OpenSRS support through online chat, email, or other means as may be available at https://help.opensrs.com.

3.   DOMAIN NAME REGISTRATIONS

3.1.   Customer may choose to offer its Users Domain Name Registrations, as described in this, Section 3.

3.2.   Customer shall use the domain name lookup capability mandated by Tucows in the API or Storefront to determine if a requested domain name is available for registration.

3.3.   Customer agrees that each User must agree to be bound by the terms and conditions of the Tucows User Registration Agreement for each Selected TLD in the form outlined in the Appendix B to this Agreement, and/or such other agreements as Tucows shall post on its website from time to time. Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows, ICANN, a Registry, or any other governing body with appropriate authority over the Supported TLDs.

3.4.   Customer agrees to implement, and use for each domain name registration, the Consent protocols and procedures mandated by Tucows in the API or Storefront.

3.5.   If Customer collects Personal Data directly from individuals related to the services provided under this Agreement, it will provide a clear and conspicuous privacy notice to such individuals that accurately describes that Customer collects, accesses and protects such Personal Data in compliance with applicable laws.

3.6.   Customer agrees that it will contractually require any third-party provider it uses to support the services under this Agreement to protect the privacy, confidentiality, and security of Personal Data

using at least the same level of protection and confidentiality that applies to Customer under this Agreement. Customer agrees that if it elects to register domain names under this, Section 3, for its own account, in which it will be both "Customer" and "User" under the terms of this Agreement, that for each such domain name registration, it will be bound by the terms and conditions of the Tucows User Registration Agreement for each Selected TLD in the form outlined in Appendix B to this Agreement, and/or such other agreements as Tucows shall post on its website from time to time. The act of registering a domain name is assent to such Tucows User Registration Agreement(s).

3.7. If Customer is not an ICANN-accredited registrar, Customer shall not display the ICANN or ICANN-Accredited Registrar logo, and shall not otherwise represent itself as accredited by ICANN.

3.8. Customer shall identify Tucows as the sponsoring registrar upon inquiry from a User.

3.9. Customer understands that the registration and use of domain names is governed, in part, by rules and contracts issued by the Internet Corporation for Assigned Names and Numbers ("ICANN"). These rules include requirements that registrars maintain certain registration and transaction information during the lifecycle of a domain name and for a period of three years after a domain name has expired and that such information be provided to ICANN upon request in conjunction with any ICANN-initiated audit. To fulfill these ICANN requirements, Customer agrees that it will maintain:
   a) in electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Users, including registration contracts, registration IP addresses and registration timestamps; and
   b) in electronic form, records of the accounts of all Users, including dates and amounts of all payments and refunds in conjunction with domain name registrations. Upon request by Tucows, Customer will provide any information identified in this, Section 3.7, to Tucows within two (2) business days and otherwise cooperate with Tucows in any compliance, regulatory or legal issue arising out of the registration of domain names.

3.10. Customer agrees not to register names using any proxy contact information or privacy services unless customer uses Tucows' WHOIS Privacy service OR customer displays a conspicuous notice to registrants at the time an election is made to use such privacy or proxy service that their data is not being escrowed. Customer agrees to, at its own expense, indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from the customer using their own proxy contact information or privacy service.

3.11. Any registration agreement used by Customer shall include all registrant registration agreement provisions and notices required by Tucows' "Exhibit A" agreement, located at http://www.opensrs.com/docs/contracts/exhibita.htm, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12. Customer shall include a link to ICANN's Registrants Education Materials at http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm, and to ICANN's Registrant Rights and Benefits page at http://www.icann.org/en/resources/registrars/registrant-rights/benefits. Customer agrees both links will be located in a conspicuous place on their website.

3.13. Customer shall assist in the facilitation of transfers of domain name registrations from another registrar to Tucows, and vice versa, according to the policies of ICANN and/or any applicable Registry. Customer shall not interfere in any manner with any transfers.

3.14.   Customer acknowledges that in the event of a dispute concerning the time of entry of a domain name registration into a Registry's database, the time shown in that Registry's records shall prevail.

3.15.   In the event of any dispute involving a domain name registration, Customer shall provide all reasonable assistance to Tucows, the Registry and/or any court or arbitrator considering the dispute. At Tucows request, Customer shall forward copies of all Communications to Tucows.

3.16.   Tucows shall provide Customer with access to each of Customer's Users in order that Customer can make changes to domain name information on behalf of the User. Customer expressly acknowledges and agrees that it shall modify User account information in accordance with the instructions of the User and the policies of Tucows. In the event that a dispute arises between Customer and a User as a result of any modification to a User's account, Customer shall fully defend and indemnify Tucows from any and all liability arising out of the dispute, including as provided in the Agreements. In the event Customer declines or is unable to meet its defense and indemnification obligations under this Paragraph, Tucows shall have the right, in its sole discretion, to resolve the dispute in the manner it deems most expeditious. Tucows reserves the right, at its sole discretion, to revoke Customer's access to modify User domain names at any time.

3.17.   In the event Customer decides to offer any of ".com.au", ".net.au", ".org.au", ".asn.au" or '.id.au" registrations, Customer acknowledges and understands that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.auda.org.au/policy/current-policies/.

Customer is responsible for monitoring the Registry's site on a regular basis.

Customer understands and agrees to identify themselves as a reseller of Tucows Services on their website. Customer understands and acknowledges that Tucows may, from time to time, be required by the registry operator to inform registrants directly by email of new or changed published policies or codes of practice.

3.18.   In the event Customer decides to offer any of ".ca" registrations, customer acknowledges and understands that by accepting the terms and conditions of this agreement you shall agree to display the CIRA Registrant Agreement, accessible at http://www.cira.ca/policies/, in full to the registrant prior to accepting an order for a .CA domain name. You also agree to ensure the registrant fully agrees to the Agreement prior to accepting an order for a .CA domain name.

3.19.   Customer is required to publish fees for domain renewals, including post-expiration renewal fees (if different) and also redemption/restore fees on their website. Additionally, those fees must be included in registration agreements.

At a minimum, these fees must be clearly displayed on their website and a link to these fees must be included in customer registration agreements. Customers who do not offer or provide registrar services through a website must at least include the fees in their registration agreements.

3.20.   Customers must describe on their websites (if used) the methods used to deliver pre- and post-expiration notifications. At a minimum, resellers must list the fact that the day 30, day 5 and day -3 notices are sent via email. This notice must also be included in the customer's terms of service.

4.   **SUB-RESELLERS**

4.1. Customer may choose to allow its own Users ("sub-resellers") to offer services using Tucows' domain name registration and Personal Names services. Customer acknowledges sub-resellers are not in turn able to offer sub-reseller services using OpenSRS.

4.2. Customer accepts responsibility for the actions of its sub-resellers, and agrees to adhere its sub-resellers to all the conditions set forth both in this agreement and Appendix B.

4.3. Customer agrees to provide all necessary sales and technical support to its sub-resellers and related customers.

4.4. Customer acknowledges Tucows is not responsible for providing support to its sub-resellers, or customers of its sub-resellers, but may choose to provide support to them at its discretion.

4.5. When funding a sub-reseller's balance, Customer agrees and acknowledges that Customer is financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers. In all other cases, Customer agrees and acknowledges that Customer's sub-resellers are financially responsible to Tucows for any of the Tucows services consumed or used by sub-resellers.

5. TRUST SERVICES

5.1. Customer may choose to offer its Users Trust Services (SSL Certificates, Website Security and Privacy), as described in this, Section 5.

5.2. Customer agrees that each User must agree to be bound by the terms and conditions of the registration agreements in the forms specified by each Trust Service registry as found that following URLs:
    a) **GeoTrust** brands Subscriber Agreements:
        http://www.geotrust.com/resources/repository/legal/
    b) **Thawte** brands Subscriber Agreements: http://www.thawte.com/repository/index.html
    c) **Symantec** brands Subscriber Agreements:
        https://www.websecurity.symantec.com/legal/repository
    d) Digicert brands Subscriber Agreements:
        https://www.digicert.com/docs/agreements/DigiCert_CSA_20101217.pdf
    e) **Trustwave** brands Subscriber Agreements: https://ssl.trustwave.com/CA/
    f) **Comodo** brands Subscriber Agreements: http://www.comodo.com/about/comodo-agreements.php
    g) **SiteLock** Policies and Customer Agreements: http://www.sitelock.com/terms.php

    Customer may require that its Users agree to additional terms and conditions, provided such terms and conditions do not conflict in any manner with the policies of Tucows or any entity.

6. MANAGED DNS

6.1. Customer may choose to offer its Users Managed DNS Services, as described in this, Section 6.

6.2. "Managed DNS Services" includes
    a) zone record management, to add, delete or modify DNS records such as A, CNAME, and MX records;
    b) domain forwarding, to forward one domain name to another;
    c) sub-domain forwarding, to forward a subdomain to another domain;
    d) URL framing, to forward a domain to another domain while keeping the URL static;

e) domain templates, to point a domain name to parked, "for sale," "coming soon," or similar standard web pages;

f) subdomain delegation, to delegate authority of a subdomain to another user; and

g) secondary DNS, to allow Customer and Users to create a back up zones for their primary DNS Service using Tucows nameservers.

7. WHOIS PRIVACY SERVICE

7.1. Customer may choose to offer its Users a Whois Privacy Service, as described in this, Section 7. For purposes of this Agreement, any User who opts to use this Whois Privacy Service is a "Privacy Registrant."

7.2. Each Privacy Registrant must provide true, accurate and current Contact Data to Customer and Tucows. Tucows will keep the Privacy Registrant's Contact Data on file in accordance with the Tucows User Registration Agreement but will include the following information in the publicly available Whois Registry:

a) "contactprivacy.com" shall appear as the Registrant and Contact(s);

b) Tucows postal address and a Tucows assigned email address and telephone number shall appear on behalf of the Registrant and the Contact(s);

c) the primary and secondary name servers shall be those designated by the Registrant;

d) the original date of registration and the expiration of each domain name; and

e) Tucows will be identified as the registrar of record.

7.3. Each Privacy Registrant will retain complete control over the domain name and its registrations records and may suspend and reinstate the Whois Privacy Service as desired.

7.4. The Whois Privacy Service may be purchased for both new and existing domain name registrations. Existing policies regarding refunds for new domain name registrations will also apply to the Whois Privacy Service.

7.5. The Whois Privacy Service may be applied to transfers to Tucows but will only commence when the transfer of the domain name has been completed and the registration is in the Tucows database. The Whois Privacy Service must be disabled in order to transfer a domain name registration away from Tucows. Registrations will leave the Tucows database with the Registrant's Contact Data and not the Privacy Registrant data elements specified in Section 7.2 above.

7.6. The Whois Privacy Service will be provided until it is cancelled by Customer or the Privacy Registrant.

7.7. Communications received by Tucows with respect to a particular domain name registered to a Privacy Registrant will be handled as follows:

a) Tucows will forward to the Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to the Registrant. Regular postal mail will be discarded or returned to sender at Tucows discretion;

b) Email correspondence will be forwarded according to the instructions of the Registrant as they appear in Tucows records;

c) A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com web site where written messages will be forwarded according to the Privacy Registrant's instructions.

7.8. Tucows shall have the right, at its sole discretion and without liability to Customer or the Privacy Registrant, to reveal Registrant and Contact Whois Information under the following circumstances:

a) when required by law;

b) in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;

c) to comply with a legal process served upon Tucows;

d) to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy; or

e) to avoid financial loss or legal liability or if Tucows believes that the Registrant is using the Whois Privacy Service to conceal its involvement with illegal, illicit, objectionable or harmful activities or to transmit spam, viruses, worms or other harmful computer programs.

7.9.   In the event that Tucows receives a formal complaint, notice of claim or UDRP, Tucows will have the right to disable the Whois Privacy Service pending final disposition of the matter.

8.   PARKED PAGES

8.1.   Customer may choose to offer its Users Parked Pages, as described in this, Section 8.

8.2.   New domain name registrations that have not yet propagated through the Internet and domain name registrations that have expired but have not yet been deleted from the registry may be redirected to a stagnant default or parked page.

8.3.   Participating Customers may elect to customize parked pages to reflect their branding. Tucows shall maintain the content of each parked page and may post pay per click advertisements at its discretion.

8.4.   Net revenue generated from advertisements from Parked Pages provisioned through the Tucows API shall be distributed between Tucows and Customer in accordance with the Fee Schedule attached as Appendix A and shall be deposited in Customers account on a monthly basis. Customers using Storefront will not be eligible to participate in the revenue sharing described in this Section.

8.5.   Customers may opt out of the Parked Pages program generally or on a domain-by-domain basis.

9.   AUCTION SERVICES

9.1.   Every Registrant who registers a domain name with or through the Customer has the right to use the domain name only for the time period of the registration agreement, as set out in this Agreement and its Appendices, and as paid by Customer and/or its Users and Registrants. After a domain name registration expires, Tucows reserves the exclusive right to offer the registration to other Users and Registrants through the use of Tucows Auction Services, as described in this, Section 9.

9.2.   For its Auction Service, Tucows will make available for auction to the general public on Tucows' auction partner(s) website(s) a list of certain domain names in the Supported TLDs, selected by Tucows, which are scheduled for deletion. All existing grace and redemption periods will continue to apply, notwithstanding the fact that a name has been posted for auction, except for domain names that are considered sold at auction. If the name is sold at auction, it will be acquired by a third party and will not remain available for re-registration after our stated grace period.

10.   PREMIUM DOMAIN NAMES

10.1.   Customer may choose to offer its Users Premium Domain Names, as described in this, Section 10.

10.2.   Tucows' Aftermarket Premium Domain Names Service aggregates domain names currently registered to third-parties, but available for purchase through a variety of market channels, into a single channel accessible by Customer delivered through a data feed and/or API. The Aftermarket Premium Domain Names Service presents domain names to Customer and/or its Users for sale at a fee set by the current domain name registrant and/or its agent. If the Customer and/or its User agrees to pay the fee set by the current registrant of an Aftermarket Premium Domain Name, Tucows will facilitate a sales transaction that, if successful, will result in the transfer of the domain name from the current registrant to Customer and/or Customer's User.

10.3.   For any Aftermarket Premium Domain Name sold under this Agreement, Customer agrees to charge its Users an amount equal to, or less than, the price set by the current domain name registrant, and presented to Customer by Tucows' Aftermarket Premium Domain Names Service.

10.4.   If, at any time within 180 days after sale of an Aftermarket Premium Name, Customer determines that payment for a Aftermarket Premium Name has been subject to a chargeback, then, upon notification and condition that the Aftermarket Premium Name in question has been returned to Tucows' control, Tucows shall issue a credit to Customer for the amount paid for such Aftermarket Premium Name.

10.5.   Tucows' Registry Premium Domain Names Service provides Customer and/or its Users access, through a data feed and/or API, to an inventory of currently unregistered Registry Premium Domain Names available for registration directly from registries at a price that differs from the price applicable to non-premium registrations in the respective top-level domain.

10.6.   Customer may elect to offer Registry Premium Domain Names through Tucows in one or more of the Registry Premium Domain Name categories listed in Appendix A by enabling their account for such categories. Customer acknowledges that enabling their account for any of the Registry Premium Domain Name categories will result in domain availability searches returning non-registered Registry Premium Domain Names as available. Customer is responsible for ensuring that their systems and interfaces are ready to support Registry Premium Domain Names, and in particular, are able to recognize and confirm to Tucows at the time of transaction, the non-standard fees for Registry Premium Domain Name registrations, renewals and/or transfers. Tucows will not issue any partial or full refund for a Registry Premium Domain Name registration, renewal or transfer transaction.

10.7.   For any registered Registry Premium Domain Name pertaining to category 10.6 b) or 10.6 c), Tucows will not offer an auto-renewal option to Customer, and all such names will be set to expire at the end of their respective registration period. In the event that Customer intends to extend the registration period of such Registry Premium Domain Name, Customer is required to submit an explicit renewal request to Tucows.

10.8.   Customer shall not condition a User's purchase of a Premium Domain Name on the purchase of any other good or service from Customer. Nothing in this Agreement, however, shall restrict Customer's ability to provide its users with additional value or present additional services or goods to its Users for sale as an additional purchase option.

10.9.   Customer shall present the Premium Domain Names Services Data to its Users as provided to it by Tucows without alteration or editing, except for the addition of branding, logos or other identification information for Customer. Customer shall use only the current Premium Domain Name Sales Services Data, as provided by Tucows through the live Tucows API, and shall not copy, store, archive, warehouse or repurpose the Premium Domain Name Sales Services Data.

Customer shall not give, sell, lease, license or rent the Premium Domain Name Sales Services Data, live or historic, to any third party.

11. PERSONAL NAMES SERVICE

11.1. Customer may choose to offer its Users Personal Names, as described in this, Section 11.

11.2. Tucows' Personal Names Service allows Customer to offer Users either or both
   a) email service; and/or
   b) website service through the shared use of Tucows' Personal Domain Names. Personal Domain Names correspond to a users' last name or affiliation, such as "SMITH.NET." An email address provisioned under the Personal Name Service would be of the type <USER>@smith.net, and a provisioned website would be named <USER>.smith.net.

11.3. For each Personal Name provisioned under this service, User shall be entitled to one (1) email box and one (1) third-level website. For each Personal Name provisioned, the User's name in the email address and the User's selected name in the third-level website must match and be identical.

11.4. For all email services provisioned under the Personal Names Service, Customer shall require User to abide by the terms and conditions, including the Acceptable Use policies, of Tucows' Email Services Contract, as it may be updated from to time to time (https://opensrs.com/wp-content/uploads/2014/09/Email_Services_Agreement_4.2.pdf).

12. FEES

12.1. Customers shall pay to Tucows the non-refundable amounts set forth on the Fee Schedule attached as Appendix A with respect to each Tucows Service used by Customer. Tucows reserves the right to adjust the Fee Schedule from time to time upon notice to Customer.

12.2. Tucows will bill Storefront Customer's Users directly for domain services provisioned through Customer's Storefront. Payment will be processed through the Shopco.com payment gateway and appear on the Users credit card statement as "Shopco.com" a transaction. The Storefront Customer sets the retail selling price that their User pays.

12.3. Storefront Customers will earn a commission on every transaction originating from their Storefront and successfully processed via Shopco.com payment gateway.

12.4. All Storefront transactions processed through the Shopco.com payment gateway are subject to both (a) a nine percent (9%) payment processing fee and (b) if applicable, a thirty-five dollar ($35) transaction fee on any credit card transaction for which the credit card holder issues a chargeback and Tucows loses the chargeback appeal. All processing and transaction fees shall be paid, in the first instance, from Customer's (or sub-reseller's, where applicable) funds on account with Tucows.

12.5. Tucows will deduct the amounts set forth on the Fee Schedule attached as Appendix A in payment of the OpenSRS domain services sold via Storefront.

Storefront Customers shall earn commission on the sale of OpenSRS domain services sold via Storefront. By way of illustration, the Customer's Commission is calculated as follows:

$20.00	

	Retail Price of a One-Year .com Domain Name (pricing is set by Storefront Reseller)
($1.80)	LESS nine percent (9%) Shopco.com Payment Processing Fee
($11.00)	LESS cost of a One-Year .com Domain Name (as outlined in Appendix A)
$7.20	EQUALS Commission Earned On the Sale of a One-Year .com Domain Name via Storefront

12.6.   ICANN and registry fees charged to Tucows change from time to time. Tucows reserves the right to adjust relevant prices charged to Customer should ICANN or a registry/registries adjust their fees.

12.7.   Prior to using or provisioning any of the Tucows Services, API Customers shall forward a sum agreed by the parties to Tucows to be held on account. As Tucows Services are used by Customer, Customer's account balance shall be reduced. Tucows shall maintain a record of Customer's account balance which shall be accessible by Customer. If Customer's account balance is fully depleted at any time, Customer shall not be permitted to use or provision any additional Tucows Services until such time as Customer's account balance is restored.

12.8.   Tucows reserves the right to require minimum order levels and to modify those minimums from time to time.

12.9.   OpenSRS accepts pre-payment by wire transfer, check, international money order, credit card, and Automated Check Handling (direct withdrawal). We do not accept payments remitted in currencies other than U.S. Dollars (USD). Funds deposited into your Reseller account by credit card are subject to a 3% processing fee. Funds deposited into your reseller account via any other payment method may be subject to a fee from your local bank (OpenSRS does not charge a fee). This fee is charged on your deposit (pre-tax), with the remainder being placed in your account.

12.10. Payments may be submitted by Customer to Tucows in the following manners:

BENEFICIARY BANK:
        BMO Harris Bank, Chicago, IL
        SWIFT: HATRUS44
        Name: Tucows.com Co
        Account #: 4302618

Alternatively, U.S. dollar wire transfers can also be submitted to:
INTERMEDIARY BANK:
        Wells Fargo NA
        SWIFT: PNBPUS3NNYC
        ABA: 026005092

<u>FINAL BANK</u>:
Bank of Montreal

Toronto Branch
100 King Street West
Toronto, Ontario
M5X 1A3 CANADA

<u>BENEFICIARY</u>:
Tucows.com Co
<u>SWIFT</u>: BOFMCAM2
<u>Account #</u>:   00024605193

Customer agrees that all wire transfer charges will be the responsibility of the remitter.

Via cheque made payable to Tucows.com Co. and delivered to:
Tucows.com Co.
96 Mowat Avenue
Toronto, Ontario M6K 3M1
CANADA

Via credit card by submitting payment through the RWI / Profile Management / Online Credit Card Payment.

12.11. Storefront commissions are paid monthly. Checks are mailed to the Customer on or around the last day of each month and are paid in arrears. (For example, October's commissions are cut and mailed on or around November 30.) Commission checks are only generated when the Customer has earned at least $100.00 in commissions. If the minimum $100.00 commission has not been earned in a particular month, monies earned are not lost, but are carried over to the next month. A Customer who has not generated a referral fee within a twelve month period shall forfeit any earned, but unpaid commissions.

13.   GOMOBI SERVICE

13.1. Customer may choose to offer its Users goMobi, as described in this, Section 13.

13.2. goMobi allows Customer to offer Users the ability to publish a mobile website.

13.3. Customer agrees to ensure each user of goMobi agrees to the goMobi end user agreement, located at http://www.opensrs.com/resources/contracts-payments/contracts.

14.   TRADEMARK CLEARINGHOUSE

14.1. Customer may choose to offer its Users access to the Trademark Clearinghouse as described in section 14.

14.2. Trademark Clearinghouse allows Customer to offer Users the ability to register trademarks in a central database in order to participate in the sunrise phase for new gTLDs.

14.3.   Customer agrees to ensure each user of the Trademark Clearinghouse agrees to the Tucows and Trademark Clearinghouse end user agreement, located at http://www.opensrs.com/site/resources/agreements

15.   REGISTRY LOCK

15.1.   Customer may choose to offer its Users Registry Lock service, as described in Section 15.

15.2.   The Registry Lock service allows Customer to offer Users the ability to add additional security to their domain name(s) to prevent unauthorized modifications or transfers.

15.3.1.   In the case a Registry Lock service is purchased for a .com or .net domain name, Customer agrees to the terms of service listed on Verisign's website, and requires the User to accept the terms and services.

15.3.2.   In case a Registry Lock service is purchased for a .ca domain name, Customer agrees to the terms of service listed on CIRA's website, and requires the User to accept the terms and services.

15.4.   The Registry Lock service is billed annually, with the limit of 5 annual changes per domain. Any additional changes are subject to a fee.

15.5.   The Registry Lock service is automatically set to auto-renewal, and Customer must submit a request 30 days before the auto-renewal date to cancel the service.

15.6.   Customer will facilitate the initial request from their User and handle all billing between Customer and User.

15.7.   Upon service initiation, Tucows will reach out to User to finalize setup of Registry Lock service.

15.8.   Customer agrees that Tucows has permission to speak with User on any matters related to Registry Lock, including handling modifications to domain names using the Registry Lock service. Tucows will also set up authorized personnel and passphrase directly with User.

15.9.   Registry lock is not available for all TLDs, please visit our website for list of supported TLDs.

16.   LICENSE

16.1.   Subject to the terms and conditions of this Agreement, Tucows hereby grants Customer and Customer accepts a non-exclusive, non-transferable, limited license to use the API and the Storefront. The API and the Storefront will enable Customer to use OpenSRS to facilitate the registration of domain names by Tucows on behalf of its Users.

16.2.   The use of OpenSRS software, which comprises the API, shall be governed by the GNU General Public License, which should be accessed and reviewed on http://www.gnu.org/copyleft/gpl.txt. The use of the Storefront software shall be governed by the Tucows Software License, which should be access and reviewed at https://opensrs.com/wp-content/uploads/2014/09/Storefront-License.doc

16.3.   Tucows may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve OpenSRS and Storefront.

17. TERM OF AGREEMENT

17.1. This Agreement shall commence on the Effective Date and continue until the earlier of the following:
   a) termination by either party upon thirty (30) days written notice,
   b) termination for cause, as defined more fully in this, Section 17; or
   c) Tucows' election to terminate any or all of its service offering in which case Tucows shall provide Customer with all reasonable notice of termination as is practicable.

17.2. If: either Party (or, in the case of Customer, an agent or User of Customer) materially breaches any term of this Agreement, and such breach is not cured within fourteen (14) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

17.3. In addition to the foregoing termination rights, if Tucows, in its reasonable discretion, determines that Customer has breached any provision of this Agreement, is in violation of any Tucows, ICANN or Registry policy or regulation as amended from time to time, has failed to provide adequate support to Users, or is engaging in conduct that breaches or may put Tucows in breach of any law or regulation, Tucows may suspend Customer's or Customer's Users' access to any or all of the services described in this Agreement, pending the cure of such breach or violation, or change of such conduct, to Tucows' satisfaction acting reasonably. Tucows may require Customer to terminate any User in breach of its EULA or Tucows' policies.

17.4. Upon termination, Customer's access to the services described in this Agreement shall cease.

18. SUPPORT SERVICES

18.1. Tucows shall provide telephone, website, and email support for the services described in this Agreement for Customer only.

18.2. Customer shall bear sole responsibility for providing support to Users with respect to any and all services described in this Agreement, including but not limited to all billing and technical support.

19. MAINTENANCE AND SUSPENSION OF SERVICES

19.1. Customer shall employ all necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the API in conjunction with Customer's systems. Tucows may from time to time perform maintenance on or otherwise suspend and temporarily shut down the Tucows Services. Tucows will make commercially reasonable efforts to minimize any disruption of the Tucows Services.

19.2. Notwithstanding the foregoing, Tucows may, in its unilateral discretion, immediately suspend any or all of the Tucows Services if Tucows deems it necessary for the security and stability of its systems or those of its customers.

19.3. Customers using Storefront are subject to suspension if one or more the following conditions exist:

   a) Customer's Storefront account is inactive for a period of 12 months (as demonstrated by, for example, fact that Customer has not logged into its control panel for a substantial period of

time, Customer's account information is out of date or Customer has not responded to Tucows' status or other inquiries).

b) Customer's Users contact Tucows to report unresponsive or poor customer service.

c) US Customers do not provide Tucows with proper Tax ID number for Form 1099 Reports.

d) Customer's transactions are subject to an unacceptable level of fraud, as determined by Tucows in its sole discretion.

20. SECURITY

20.1. Although information transmitted to Tucows is stored in operating environments which Tucows believe are within industry standards for security, Customer agrees, and shall ensure that its Users are advised and agree, that no data transmission over the Internet can be guaranteed 100% secure. Tucows is not responsible for any interception or interruption of any communications through the Internet.

20.2. Customer agrees that it and its Users are responsible for maintaining the security of access codes, authorization codes, and passwords and will ensure its Users are so advised and agree.

21. REPRESENTATIONS AND WARRANTIES

21.1. Each signatory below represents and warrants it has the authority to bind itself, its company or whatever other form of legal organization it represents in signing this Agreement.

21.2. Customer acknowledges and agrees that Tucows does not guarantee that the API or any of the Tucows Services will meet the requirements of Customer or its Users. The API and the Tucows Services are provided "as is" without any warranty of any kind.

21.3. Independent third parties may supply some or all of components of the API or the Tucows Services. While Tucows makes every effort to ensure the accuracy of all information presented to its customers, Tucows makes no warranty as to the accuracy of any such information.

21.4. WITH REGARD TO THE API AND THE TUCOWS SERVICES, TUCOWS (AND EACH OF ITS SUPPLIERS): (A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (B) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE API OR THE TUCOWS SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION OF THE API OR THE TUCOWS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API OR TUCOWS SERVICES WILL BE CORRECTED; AND (C) NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF API OR THE TUCOWS SERVICES, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. SHOULD ANY OR ALL OF THE API OR THE TUCOWS SERVICES PROVE DEFECTIVE, IN WHOLE OR PART, THE CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

21.5. TUCOWS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BE OTHERWISE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR: (A) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES; (B) LOSS OF REVENUE; (C) LOSS OF PROFITS; (D)

LOSS OF BUSINESS OR GOODWILL; (E) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, SOFTWARE OR HARDWARE; (F) LOST EMAIL OR (G) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE SOLE REMEDY BELOW FAILS OF ITS ESSENTIAL PURPOSE.

21.6. CUSTOMER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFECT IN THE API OR THE TUCOWS SERVICES SHALL BE TERMINATION OF THIS AGREEMENT, AND THE RETURN OF ANY UNUSED DEPOSIT.

22.   DEFENSE AND INDEMNITY

22.1.   Customer, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim
a)   relating to any product or service of Customer or its sub-resellers, including, but not limited to, Customer's advertising, systems and other processes, fees charged, billing, trade, and competition practices and customer service; or
b)   relating to any agreement with any User of Customer; or
c)   arising out of any trademark or copyright claim involving a domain name registered through Customer. Customer or its sub-resellers will not enter into any settlement or compromise of any such indemnified claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Customer will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnified claim, suit, action or proceeding.

22.2.   If Tucows is threatened with suit by a third party, it may seek written reiteration of Customer's indemnification obligations; any failure by Customer to provide said written assurance may result in suspension or termination of its account.

23.   INTERPRETATION AND ENFORCEMENT

23.1.   This Agreement shall be governed and construed under the laws of Ontario and Canada, including their choice of law provisions, and the exclusive venue shall be in Toronto, Ontario.

23.2.   This Agreement may be executed in two or more counterparts, each deemed an original, and all of which together shall constitute one and the same contract.

23.3.   This Agreement may be modified by Tucows without the written consent of Customer, so long as the amendment or modification is generally applicable to all Customers and Tucows provides reasonable notice of the changes to Customer.

23.4.   This Agreement binds and benefits only the parties and their respective successors and permitted assigns. Customer shall not assign this Agreement without the prior written consent of Tucows, such consent not to be unreasonably withheld.

23.5.   Each Party agrees it has had the opportunity to obtain independent legal advice for the review and negotiation of this Agreement, and no ambiguity will be presumptively construed against Tucows.

23.6.   Each party agrees that all restrictions in this Agreement are reasonable and valid and waives all defenses to strict enforcement of this Agreement to the fullest extent permitted by law.

23.7.   Each party agrees that a violation of any intellectual property usage, confidentiality, non-solicit or policy related provisions of this Agreement will result in immediate and irreparable damage to the other party which shall then, in addition to any other rights to relief, be entitled to temporary and permanent injunctions and such other relief as any court of competent jurisdiction may deem just and proper, without posting of any security or proof of actual damage.

23.8.   Each party agrees that neither shall be liable for any delay or failure to perform if such delay or failure is due to any contingency beyond its reasonable control including acts of God, war, explosion, fire, flood or civil disturbance, or failure of a supplier to fulfill its obligations.

23.9.   Each party agrees that expiration or termination will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature would ordinarily be expected to survive expiration or termination will remain in effect.

24.   MISCELLANEOUS

a.   Each party agrees to execute such further documents reasonably requested by the other party to achieve the intent of this Agreement.
b.   This Agreement is the entire agreement between the parties, superseding all prior understandings, oral or written, relating to the subject matter of this Agreement.
c.   Nothing in this Agreement creates an agency, partnership, joint venture, employment, franchise, distributorship, dealership or other similar or special relationship between the parties, who only intend to establish the relationship of independent contractors.
d.   No provision hereof shall be deemed waived by any act, delay, omission or acquiescence on the part of either party or their respective employees or agents, nor shall any waiver by either party of a breach or default of a provision by the other, constitute a change in the terms hereof or waive any subsequent breach.
e.   All notices shall be in writing and either sent via facsimile, registered mail, courier, or by electronic mail. Notices shall be deemed received: upon actual receipt, if by courier; on the date indicated in the return receipt, if sent by registered mail; upon confirmation, as evidenced by a fax transmittal sheet; or upon confirmation, as evidenced by a delivery receipt, if sent electronically. All notices should be sent to the attention of the General Counsel, if to Tucows, and to the attention of the President, if to Customer, at the address set forth below.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the Effective Date.

for Customer by:

_____   Dated: _____

_____
Name of Company (Please Print)

Name: _____   Title: _____

for Tucows.com Co. by:

_____   Dated: _____

Name: _____   Title: _____

APPENDIX A
MASTER FEE SCHEDULE

DOMAIN NAME REGISTRATIONS/RENEWALS/TRANSFERS

Unless otherwise noted, all fees listed below are in United States Dollars for (a) each one year registration, or any portion of a year if registered for less than a year; (b) each one year renewal, or any portion of a year, if applicable; and, (c) each one year transfer or any portion of a year, if transferred to Tucows for less than a one year period.

For up to date pricing for all top-level domains, please visit https://opensrs.com/services/domains/domain-pricing/.

* * * * *

TRUST SERVICES

Unless otherwise noted, all fees listed below are in United States Dollars for each product.

For up to date pricing for SSL Certificates, please visit https://opensrs.com/services/ssl/.

* * * * *

MANAGED DNS

Managed DNS Service is **FREE EXCEPT** if the ratio of domains for which Tucows provides Managed DNS Service to the number of domains registered with or through Tucows exceeds 5:1, Tucows reserves the right to charge Customer $0.25 (twenty-five U.S. cents) per record per month for the service.

* * * * *

WHOIS PRIVACY SERVICE

Whois Privacy Service is **$3/year** per domain**.**

* * * * *

PARKED PAGES PROGRAM

API Customers shall receive fifty (50) per cent of the actual revenue received by Tucows in association with each domain name registration participating in the parked pages program.

* * * * *

AFTERMARKET PREMIUM DOMAIN NAMES

API Customers shall pay to Tucows an amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Customer on behalf of itself or a User. Tucows shall withdraw such sums from Customer's funds on account.

In consideration for the sale of an Aftermarket Premium Domain Name through Tucows' Premium Sales Services, and in the event that Tucows receives a commission from the current registrant or its agent, Tucows may, in its sole discretion, pay a share of such commission of up to ten percent (10%) of the price of the Aftermarket Premium Domain Name at the time of Acceptance to API Customer. Such fees shall be paid to API Customer by Tucows in U.S. Dollars within two (2) business days after Closing.

Storefront Customer's Users credit cards will be billed the amount equal to the agreed price of the domain name at the time an offer to sell a name is accepted by Storefront on behalf of a User via the Shopco.com Payment Gateway.

Tucows shall withdraw nine percent (9%) payment processing fee from the agreed price of the domain name in payment of the Storefront Shopco.com Payment Processing Fee.

In consideration for the sale of an Aftermarket Premium Domain Name through Storefront, and in the event that Tucows receives a commission from the current registrant or its agent, Tucows may, in its sole discretion, pay a share of such commission of up to four percent (4%) of the price of the Aftermarket Premium Domain Name at the time of Acceptance to Storefront Customer. Such fees shall be credited to the Storefront Customer's account by Tucows in U.S. Dollars within two (2) business days after Closing and paid out as per the commission payment schedule.

* * * * *

REGISTRY PREMIUM DOMAIN NAMES

Customer shall pay to Tucows an amount equal to the price of the specific domain name at the time an order to register, renew or transfer a Registry Premium Domain Name is submitted to Tucows. Tucows will quote to Customer the price of a specific Registry Premium Domain Name, and Customer needs to acknowledge this price by including it in any registration, renewal or transfer request for a Registry Premium Domain Name submitted to Tucows.

Tucows offers Registry Premium Domain Names in the following three categories based on specific pricing characteristics established by the applicable top-level domain registries:

a) Group 1: Premium (non-standard) pricing applies only to the initial registration of a Registry Premium Domain Name. Standard pricing will apply for renewal and transfer transactions of domain names in this category.
b) Group 2: Premium (non-standard) pricing applies to registration, renewal and transfer of a Registry Premium Domain Name, while the non-standard fee may or may not vary among those transactions.
c) Group 3: Premium (non-standard) pricing applies to registration, renewal and transfer of a Registry Premium Domain Name, where Registry offers the Registry Premium Domain Name to Tucows in a source currency other than U.S. Dollars, and where at the time of renewal, Tucows, due to currency exchange rate fluctuations, may charge a non-standard renewal fee that is different from the non-standard renewal fee quoted to Customer at the time of registration.

Tucows, in its sole discretion, reserves the right to a) add or remove top-level domains under which Registry Premium Domain Names are being offered to or from those categories, and b) change the non-standard fee for non-registered and registered Registry Premium Domain Names without notice to the Customer and/or User.

Tucows will present Customer with a wholesale fee for a registration, renewal and/or transfer of a Registry Premium Domain Name, and shall not pay any commission to Customer related to a Registry Premium Domain Name transaction. Customer will in its own discretion determine the fee to charge to its User for a Registry Premium Domain Name transaction.

* * * * *

PERSONAL NAMES SERVICE

Customer shall pay to Tucows $0.75 (seventy-five U.S. cents) each month, or any portion of a month if registered for less than one month, for each Personal Name provisioned under Section 10.

* * * * *

goMOBI

Customer shall pay to Tucows $2.50 each month, or any portion of a month if registered for less than one month, for each goMobi account provisioned.

* * * * *

(end)

APPENDIX B
MASTER DOMAIN REGISTRATION AGREEMENT

THIS REGISTRATION AGREEMENT ("Agreement"), is between Tucows Domains Inc. ("Tucows") and you, on behalf of yourself or the entity you represent ("Registrant"), as offered through _____ _____, the Reseller participating in Tucows' distribution channel for domain name registrations. Any reference to "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). This Agreement explains Tucows' obligations to Registrant, and Registrant's obligations to Tucows, for the domain registration services. By agreeing to the terms and conditions set forth in this Agreement, Registrant agrees to be bound by the rules and regulations set forth in this Agreement, and by a registry for that particular TLD.

DOMAIN NAME REGISTRATION. Domain name registrations are for a limited term, which ends on the expiration date communicated to the Registrant. A domain name submitted through Tucows will be deemed active when the relevant registry accepts the Registrant's application and activates Registrant's domain name registration or renewal. Tucows cannot guarantee that Registrant will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. Tucows is not responsible for any inaccuracies or errors in the domain name registration or renewal process.

FEES. Registrant agrees to pay Reseller the applicable service fees prior to the registration or renewal of a domain. All fees payable here under are non-refundable even if Registrant's domain name registration is suspended, cancelled or transferred prior to the end of your current registration term.

TERM. This Agreement will remain in effect during the term of the domain name registration as selected, recorded and paid for at the time of registration or renewal. Should the domain name be transferred to another registrar, the terms and conditions of this Agreement shall cease.

EXPIRATION, RENEWAL AND FORFEITURE. The registered domain name will expire on the expiration date specified in the registration term, and as communicated to the Registrant. Registrant will receive reminders immediately prior to the expiration inviting Registrant to renew the domain name. In the event that Registrant fails to renew the domain name in a timely fashion, the registration will expire and Tucows may, at its discretion, elect to assume the registration and may hold it in its own account, delete it, or sell it to a third party. During the period following the expiration of a domain name, the domain name will cease to resolve, the Whois registration records may be revised to include that of Tucows or its reseller, and visitors to Registrant's website may be directed to a default web page. This default web page may feature advertisements posted by Tucows for its own account. Registrant acknowledges and agrees that Registrant's right and interest in a domain name ceases upon its expiration. Registrant is solely responsible for informing itself of the date of expiration and renewing its registration in a timely manner. If Tucows, in its sole discretion, elects to renew the registration, Registrant will be entitled to a grace period of forty (40) days during which Registrant may re-register the domain name. Additional costs for the redemption and re-registration will apply.

EXPIRED REGISTRATION RECOVERY POLICY. Domain expiration notices will be sent via email thirty (30) days and five (5) days prior to a domain expiration date and three (3) days after a domain expires. Renewal, post-expiration renewal and redemptions fees are published at https://opensrs.com/services/domains/domain-pricing/. Reseller's fees may differ.

REGISTRANT INFORMATION AND DATA_SHARING. Data required for the registration of a domain name varies by top-level domain. The required data for a domain name registration ("Minimum Data") will be presented at the time of registration or renewal and may include up to:
* Name and postal address of the Registered Name Holder;
* Registered name;

- Names of the primary nameserver and secondary nameserver(s) for the Registered Name;
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the administrative contact for the domain name;
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name; and
- Name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the technical contact for the domain name.

The Minimum Data will be shared with Tucows and the relevant authoritative registry services provider for your top-level domain. The identity of the authoritative registry services provider can be found at https://www.iana.org/whois. The Minimum Data for domains in any TLD you have registered can be found in the Data Use Information Page.

ACCURATE INFORMATION. Registrant represents and warrants that:
- The statements that Registrant makes in connection with the domain name registration, maintenance, or renewal are complete and accurate;
- Registrant information will be kept current;
- Registrant will not and will not permit others to use the domain name in violation of any ICANN or registry policies, applicable laws or regulations, or legal rights of others;
- Registrant will respond to inquiries from Tucows addressed to the email address of the Registrant, the administrative, billing or technical contact with respect to a domain name concerning the accuracy of contact details.

Registrant acknowledges that a breach of this Section 8 will constitute a material breach of the Agreement, which will entitle either Tucows or a registry to terminate this Agreement immediately upon such breach without any refund and without notice to Registrant.

ACCOUNT REVIEW, DATA MODIFICATION OR DELETION. To access, view, update, delete or download data associated with your domain name registration, you must be signed into your account. If you make a request to delete your personal data and that data is necessary for the products or services you have purchased, the request will be honored only to the extent it is no longer necessary for any services purchased or required for our legitimate business purposes or legal or contractual record keeping requirements. In some cases, when data is necessary for the provisioning of service, deletion of data may cancel or suspend the services you have purchased. If you have difficulty accessing your data, modifying it, or deleting it, you may request assistance by sending email to DPA @ Tucows.com or using the contact information at https://opensrs.com/privacy-policy/.

ICANN-REQUIRED DISCLOSURES. Domain name registration requires sharing the Registrant's information, in whole or in part, with the applicable Registry Operator and with ICANN. Both Tucows and the Registry Operator may be required to archive this information with a third-party escrow service. Further, Registrant represents and warrants that, if Registrant is providing information about a third party, Registrant has notified the third party of the required disclosures and the purpose for the disclosures and Registrant has obtained the third party's consent to such disclosure. ICANN may establish or modify the guidelines, limits or requirements that relate to the amount and type of information that Tucows may or must make available to the public or to private entities, and the manner in which such information is made available.

SUSPENSION AND CANCELLATION. Tucows may in its sole discretion, suspend or cancel Registrant's domain name registration:
- if Registrant breaches this Agreement;
- if Registrant fails to provide payment or accurate contact or billing information;
- in the event there was an error in the registration process for such domain name;
- as required by ICANN or a Registry Operator;
- to protect the integrity and stability of Tucows and any applicable registry;

- to comply with any applicable laws, government rules, requests of law enforcement and court orders;
- in compliance with any dispute resolution process; or
- to avoid any liability, civil or criminal.

DISPUTE RESOLUTION. Registrant is bound by all ICANN consensus policies and all policies of any relevant Registry Operator, including the Uniform Rapid Suspension Procedure, the Uniform Domain Name Dispute Resolution policy (UDRP), along with the UDRP rules and all supplemental rules of any UDRP provider. ICANN may change the UDRP at any time. If a third party challenges the registration or reservation of the Registrant's domain name, Registrant will be subject to the provisions specified in the dispute policy adopted by the applicable registry. In the event a domain name dispute arises, Registrant will indemnify and hold Tucows harmless pursuant to the terms and conditions contained in the applicable policy. If Tucows is notified that a complaint has been filed with a judicial or administrative body regarding a domain name, Tucows may, at its sole discretion, suspend use of the domain name and the ability to make modifications to the registration records until:

- Tucows is directed to do so by the judicial or administrative body, or
- Tucows receives notification from both parties that the dispute has been settled.

If Registrant or Registrant's domain name becomes the subject of litigation, Tucows may deposit control of Registrant's domain name record into the registry of the judicial body by supplying a party with a registrar certificate.

WHOIS PRIVACY SERVICE. If Registrant elects to use the Whois privacy registration service, the following terms and conditions will apply:

- The publicly available Registrant contact information will list Contact Privacy Inc. Customer #### (where #### is a unique customer identification number) as the Registrant and contact name, and Tucows' postal address, assigned email address and telephone number as contact information.
- Tucows will keep the Registrant and Contact Information provided by Registrant on file. Both Tucows and the Registry may be required to archive this information with a third-party escrow service, as per ICANN policy.
- Registrant will retain complete control over the domain name and its registration records and may suspend and reinstate the Whois Privacy Service at its discretion.
- With respect to a domain name that has been transferred to Tucows, the Whois Privacy Service will only commence after the transfer has been completed. If Registrant elects to transfer a domain name to a different registrar, the Whois Privacy Service must be disabled in order to initiate the transfer.
- Tucows will send all obligatory renewal and transfer related messages to the contacts that Registrant has designated.
- Pricing for the Whois privacy registration service will be set by the Reseller, and Registrant will pay Reseller for this service.
- Communications received with respect to a domain name registration will be handled as follows:
  - Tucows will forward to Registrant all correspondence received by registered mail or traceable courier. This information may be opened, scanned and emailed to Registrant. Regular postal mail will be discarded or returned to sender at Tucows' discretion.
  - Email correspondence will be forwarded, only if submitted via the contactprivacy.com website.
  - A voice mail message will advise all callers that inbound messages will not be accepted; calls will be directed to the contactprivacy.com website.
  - The point of contact for third parties wishing to report abuse or infringement of trademarks (or other rights) is legal@tucows.com.
- The business contact information for the Whois privacy registration service is:
  Contact Privacy Inc.
  96 Mowat Ave
  Toronto (ON) M6K 3M1

CANADA

- Tucows shall have the right, at its sole discretion and without liability to Registrant, to suspend or cancel the Whois Privacy Service and to reveal Registrant and Contact Whois Information in certain circumstances, including but not limited to the following:
  o when required by law;
  o in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law;
  o to comply with a legal process served upon Tucows;
  o to resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy;
  o to avoid financial loss or legal liability;
  o if Tucows believes that Registrant or one of Registrant's contacts is using the Whois Privacy Service to conceal involvement with illegal, illicit, objectionable or harmful activities; or to transmit SPAM, viruses, worms or other harmful computer programs.

POLICY. Registrant agrees that its registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to a Tucows, registry, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Tucows, registry, ICANN or government-adopted policy,

- to correct mistakes by Tucows or a registry in registering the name or
- for the resolution of disputes concerning the domain name.

TRADEMARK CLEARINGHOUSE (TMCH). Registrant agrees to abide by the terms and conditions set forth by Tucows and the Trademark Clearinghouse Agreement available at http://opensrs.com/site/resources/agreements#contracts.

NO GUARANTEE. Registrant acknowledges that registration of a chosen domain name does not confer immunity from objection to the registration, reservation or use of the domain name.

AGENCY. If Registrant intends to license use of a domain name to a third party, Registrant is deemed the domain name holder of record and is responsible for providing Registrant's own full contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. Registrant shall accept liability for harm caused by wrongful use of the domain name, unless it promptly discloses the licensee's identity and current contact information (as provided by the licensee) to a party providing the Registered Name Holder reasonable evidence of actionable harm. Registrant represents that it will secure the agreement of any third party to the terms and conditions in this Agreement.

MODIFICATIONS TO AGREEMENT. Tucows may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with its agreements with ICANN, a registry or any other entity or individual, as well as to adjust to changing circumstances. All amendments to this Agreement will be posted on our website at http://www.opensrs.com/docs/contracts/exhibita.htm. Your continued use of the registered domain name will constitute your acceptance of this Agreement with any revisions. If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different accredited registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

ANNOUNCEMENTS. Tucows reserves the right to distribute information to Registrant that is required by ICANN or Registry policy.

LIMITATION OF LIABILITY. Registrant agrees that Tucows' entire liability, and Registrant's exclusive remedy, with respect to the domain registration service provided under this Agreement and any breach of this Agreement is solely limited to the amount Registrant paid for the initial registration of the domain

name. Tucows, ICANN and the applicable registries shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

INDEMNITY. Registrant will defend, indemnify, and hold harmless Tucows, ICANN, the applicable registries, and their respective directors, officers, employees, agents, affiliates, and contractors, from all liabilities, claims and expenses, including attorney's fees, arising out of or relating to
- Registrant's registration and use of the domain name registered;
- use of the domain name in violation of this Agreement; or
- Registrant's violation of any third party right, including Intellectual Property Rights. This indemnification obligation will survive the termination or expiration of this Agreement.

TRANSFER OF OWNERSHIP. The person named as Registrant on record with Tucows shall be the "Registered Name Holder." If designated, the person named as administrative contact at the time the controlling account was secured shall be deemed the designate of the Registrant with the authority to manage the domain name. Registrant agrees that prior to transferring ownership of the domain name to another person (the "Transferee") Registrant shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determine by Tucows in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Registrant explicitly authorizes Tucows to act as their Designated Agent, as stipulated by the ICANN Transfer Policy, to approve a Change of Registrant on their behalf.

BREACH. Registrant agrees that failure to abide by any provision of this Agreement, any ICANN, Registry, URDP or Dispute operating rule or policy, may be considered by Tucows to be a material breach, and that Tucows may provide written notice, describing the breach, to Registrant. If within fifteen (15) calendar days of the date of such notice, Registrant fails to provide evidence, which is reasonably satisfactory to Tucows, that Registrant has not breached its obligations under the Agreement, then Tucows may delete the registration the domain name. Any such breach by Registrant shall not be deemed to be excused simply because Tucows did not act earlier in response to that, or any other, breach by Registrant.

DISCLAIMER OF WARRANTIES. Except for the express warranties in this Agreement, Tucows does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. Tucows is not responsible or liable for the deletion or of failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. Tucows does not warrant that the domain name registrations service will be error free or uninterrupted. The domain name registration service is not intended for high risk activities.

INCONSISTENCIES WITH REGISTRY POLICIES. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable Registry, the term, condition, policy or procedure of the applicable Registry shall prevail.

NON-WAIVER. Tucows failure to require performance by Registrant of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by Tucows of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. E-mail notification to Tucows must be sent to domains@tucows.com. Any notice to Registrant will be sent to the e-mail address provided by Registrant in the Whois record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a

business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given five (5) business days after the date of mailing Postal notices to Tucows shall be sent to:

> Tucows Domains Inc.
> 96 Mowat Avenue
> Toronto, Ontario M6K 3M1
> CANADA
> Attention: Compliance

and, in the case of notification to you, shall be sent to the address specified by you in your registration of your domain name with Tucows.

ENTIRETY. Registrant agrees that this Agreement, the applicable dispute policy and the rules and policies published by Tucows and any applicable Registry or other governing authority, are the complete and exclusive Agreement between Tucows and Registrant regarding the domain registration service.

NO THIRD-PARTY BENEFICIARIES. This Agreement shall not be construed to create any obligation by either Tucows or Registrant to any non-party to this Agreement. Enforcement of this Agreement, including any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN ONTARIO AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

INFANCY. You attest that you are of legal age to enter into this Agreement.

FORCE MAJEURE. Registrant acknowledges and agrees that neither Tucows nor the applicable Registry shall be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

PRIVACY. Information collected about Registrant is subject to the terms of Tucows' privacy policy, the terms of which are hereby incorporated by reference. Tucows' privacy policy can be found at: https://opensrs.com/privacy-policy/

CONTROLLING LANGUAGE. In the event that Registrant is reading this Agreement in a language other than the English language, Registrant acknowledges and agrees that the English language version hereof shall prevail in case of inconsistency or contradiction in interpretation or translation.

TLDs. The following additional provisions apply to any domain names that you register through Tucows with the various registries:

a.   **.com and .net Domains:** In the case of a ".com" or ".net" registration, the following terms and conditions will apply:

   i.   Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry; these policies are subject to modification;

   ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

b. **.org Domains:** In the case of a ".org" registration, the following terms and conditions will apply:
    i.   Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;
    ii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

c. **.info Domains:** In the case of a ".info" registration, the following terms and conditions will apply:
    i.   Registrant's Personal Data. You consent to the use, copying, distribution, publication, modification, and other processing of Registrant's personal data by Afilias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract;
    ii. You agree to the Afilias Inc. Acceptable Use and Anti-Abuse Policy, located at https://www.afilias.info/policies
    iii. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;
    iv. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario;
    v.   Reservation of Rights. Tucows and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either registrar or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the registrar and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. The registrar and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

d. **.biz Domains:** In the case of a ".biz" registration, the following terms and conditions will apply:
    i.   .biz Restrictions. Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS: (A) to exchange goods, services, or property of any kind; (B) in the ordinary course of business; or (C) to facilitate (i) the exchange of goods, services, information or property of any kind; or (ii) the ordinary course of trade or business. For more information on the .biz restrictions, which are incorporated herein by reference, please see: http://www.icann.org/tlds/agreements/biz/registry-agmt-appl-18apr01.htm.
    ii. Selection of a Domain Name. You represent that: (A) the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete; (B) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (C) that the domain name

is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (D) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation; (E) you have the authority to enter into this Registration Agreement; and (F) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

iii. Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following: (A) your full name; (B) your postal address; (C) your e-mail address; (D) your voice telephone number; (E) your fax number (if applicable); (F) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (G) the IP addresses of the primary nameserver and any secondary nameserver for the domain name; (H) the corresponding names of the primary and secondary nameservers; (I) the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and (J) any remark concerning the domain name that should appear in the Whois directory. (K) You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.

iv. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (A) The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy), available at: http://www.icann.org/dndr/udrp/policy.htm; (B) The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at: http://www.icann.org/tlds /agreements/biz/registry-agmt-appm-27apr01.htm; (collectively, the "Dispute Policies").

v. The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry or Registrar over the registration and use of an Internet domain name registered by Registrant.

vi. The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.

vii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

e. **.name Domains:** In the case of a ".name" registration, the following terms and conditions will apply:

i. .name Restrictions. Registrations in the .name top-level domain must constitute an individual's "Personal Name". For purposes of the .name restrictions (the "Restrictions"), a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

ii. .name Representations. As a .name domain name registrant, you hereby represent that: (A) the registered domain name or second level domain ("SLD") e-mail address is your Personal Name. (B) the data provided in the domain name registration application is true, correct, up to date and complete and that you will continue to keep all of the information provided correct, current and complete, (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (D) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (E) the registration satisfies the Eligibility Requirements found at: http://www.icann.org/en/about/agreements/registries/name/appendix-11-25mar11-en.htm; and (F) you have the authority to enter into this Registration Agreement.

iii. E-mail Forwarding Services. The Services for which you have registered may, at your option, include e-mail forwarding. To the extent you opt to use e-mail forwarding, you are obliged to do so in accordance with all applicable legislation and are responsible for all use of e-mail forwarding, including the content of messages sent through email forwarding.

iv. You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and e-mail usage. Without prejudice to the foregoing, you undertake not to use e-mail forwarding: (A) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material; (B) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network; (C) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, wilful attempts to overload another system or other forms of harassment; or (D) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited e-mail, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using e-mail forwarding.

v. Registry reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry's e-mail forwarding. However, due to the nature of such systems, which actively block messages, Registry shall make public any decision to implement such systems a reasonable time in advance, so as to allow you or us to give feedback on the decision.

vi. You understand and agree that Registry may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of e-mail forwarding. You further understand and agree that Registry is at liberty to block your access to e-mail forwarding if you use e-mail forwarding in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the e-mail forwarding unless it would damage the reputation of Registry or jeopardize the security of Registry or others to do so. Registry reserves the right to immediately discontinue e-mail forwarding without notice if the technical stability of e-mail forwarding is threatened in any way, or if you are in breach of this Agreement. On discontinuing e-mail forwarding, Registry is not obliged to store any contents or to forward unsent e-mail to you or a third party.

vii. You understand and agree that to the extent either we and/or Registry is required by law to disclose certain information or material in connection with your e-mail forwarding, either we and/or Registry will do so in accordance with such requirement and without notice to you.

viii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the dispute policy that is incorporated herein and made a part of this Agreement by reference. You hereby acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. (A) the Eligibility Requirements (the "Eligibility Requirements"), available at: http://www.icann.org/tlds/agreements/name/registry-agmt-appl-8aug03.htm; (B) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at: http://www.icann.org/tlds/agreements/name/registry-agmt-appm-8aug03.htm; and (C) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at: http://www.icann.org/dndr/udrp/policy.htm

ix. The Eligibility Requirements dictate that Personal Name domain names and Personal Name SLD e-mail addresses will be granted on a first-come, first-served basis. The following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service make rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of the Personal Name so as to differentiate it from other Personal Names.

x. The ERDRP applies to challenges to (i) registered domain names and SLD e-mail address registrations within .name on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) to Defensive Registrations (as defined by the Registry) within .name.

xi. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and party other than the Registry or Tucows over the registration and use of an Internet domain name registered by a Registrant.

xii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

f. **.at Domains:** In the case of a ".at" registration, the following terms and conditions will apply:

i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://www.nic.at/en/service/legal-information/terms-conditions/.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

g. **.be Domains:** In the case of a ".be" registration, the following terms and conditions will apply:

i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.dns.be/en/legal/domain_name_disputes/general_principle.

ii. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any

Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

 iii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .be Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.dns.be/en/legal/domain_name_disputes/general_principle.

h. **.ca Domains:** In the case of a ".ca" registration, the following terms and conditions will apply:

 i. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at https://cira.ca/sites/default/files/attachment/policies/cdrppolicy_-_en.pdf Please take the time to familiarize yourself with this policy.

 ii. Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, (1) to correct mistakes by Tucows or the Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

 iii. Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.

 iv. Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.cira.ca/assets/Documents/Legal/Registrants/registrantagreement.pdf You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

 v. You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, it's failure or refusal to renew a domain name registration, it's registration of a domain name, it's failure or refusal to renew a domain name registration, it's renewal of a domain name registration, it's failure or refusal to transfer a domain name registration, it's transfer of a domain name registration, it's failure or refusal to maintain or modify a domain name registration, it's maintenance of a domain name registration, it's modification of a domain name registration, it's failure to cancel a domain name registration or it's cancellation of a domain name registration from the Registry;

i. **.cc Domains:** In the case of a ".cc" registration, the following terms and conditions will apply:

 i. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at https://www.verisign.com/en_US/channel-resources/become-a-registrar/verisign-domain-registrar/domain-registration/index.xhtml Please take the time to familiarize yourself with this policy.

 ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on

the Registry website at: http://www.verisign.com/information-services/naming-services/cctlds/page_042130.html.

You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

j.   **.ch Domains:** In the case of a ".ch" registration, the following terms and conditions shall apply:

    i.   Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://www.nic.ch/terms/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    ii.   Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at https://www.nic.ch/terms/disputes/. Please take the time to familiarize yourself with this policy.

k.   **.cn Domains:** In the case of a ".cn" registration, the following terms and conditions shall apply:

    i.   "Registry" means the China Internet Network Information Center, which is the authority responsible for the administration of the national top-level domain of the People's Republic of China and the Chinese domain name system;

    ii.   "Registry Gateway" means the service provided by the Registry Operator that facilitates the registration of .cn domain names by registrars operating outside of the People's Republic of China;

    iii.   "Registry Operator" means Neustar, Inc., the company authorized to facilitate the registration of .cn domain names by registrars operating outside of the People's Republic of China.

    iv.   Restrictions. You agree that you shall not register or use a domain name that is deemed by CNNIC to: (A) be against the basic principles prescribed in the Constitution of the Peoples Republic of China ("PRC"); (B) jeopardize national security, leak state secrets, intend to overturn the government or disrupt the integrity of the PRC; (C) harm national honour and national interests of the PRC; (D) instigate hostility or discrimination between different nationalities or disrupt the national solidarity of the PRC; (E) spread rumours, disturb public order or disrupt social stability of the PRC; (F) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC; (G) insult, libel against others and infringe other people's legal rights and interests in the PRC; or (H) take any other action prohibited in laws, rules and administrative regulations of the PRC.

    v.   Business or Organization Representation. .cn domain name registrations are intended for businesses and organizations and not for individual use. By registering a .cn name, you accordingly represent that you have registered the domain name on behalf or a business or organization. It should be noted that, although .cn policy is permissive in terms of registration, and enforcement is generally in reaction to a complaint (as opposed to proactive review), registrations that are not associated with an organization or business may be subject to deletion. The foregoing prevents an individual from registering a .cn domain name for a business operating as a sole proprietorship.

    vi.   Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the CNNIC Domain Name

Dispute Policy & Rules for CNNIC Dispute Resolution Policy ("Dispute Policy"), as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement. The Dispute Policy is currently found at: http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117_50211.htm.

vii. You acknowledge that, pursuant to the Dispute Policy, Registrars must comply with all reasonable requests from the applicable domain name dispute resolution institutions including the provision of all relevant evidence in any domain name disputes in the specified time frames.

viii. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

ix. Adherence to Policies. You agree to comply with all applicable laws, regulations and policies of the Peoples Republic of China's governmental agencies and the China Internet Network Information Centre ("CNNIC"), including but not limited to the following rules and regulations: (A) China Internet Domain Name Regulations (currently at http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35734.htm); (B) CCNIC ccTLD Dispute Resolution Policy Rules (currently at http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35740.htm); (C) Chinese Domain Names Dispute Resolution Policy (currently at http://cnnic.com.cn/IS/CNym/cnzcfg/201411/t20141117_50212.htm); and (D) CNNIC Implementing Rules of Domain Name Registration (currently at http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35735.htm and (E) .CN Regulations on the Protection of Olympic Logo (currently at http://cnnic.com.cn/PublicS/fwzxxgzcfg/201208/t20120830_35752.htm).

You acknowledge that you have read and understood and agree to be bound by the terms and conditions of the policies of the CNNIC, as they may be amended from time to time.

x. Suspension and Cancellation. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, CNNIC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a CNNIC or government-adopted policy, (1) to correct mistakes by a party in registering the name, (2) for the resolution of disputes concerning the domain name, (3) to protect the integrity and stability of the registry, (4) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (5) to avoid any liability, civil or criminal, on the part of Tucows, Registry Operator or CNNIC, as well as their affiliates, subsidiaries, directors, representatives, employees and stockholders or (6) for violations of this Agreement. Tucows, Registry Operator and CNNIC also reserve the right to "freeze" a domain name during the resolution of a dispute.

xi. Jurisdiction. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Tucows is located, and (3) the People's Republic of China.

xii. Governing Law. For the adjudication of a dispute concerning or arising from use of a .cn domain, such dispute will be governed under the Laws of the Peoples Republic of China.

l. **.de Domains:** In the case of a ".de" registration, the following terms and conditions will apply:

    i. Selection of a Domain Name. You represent that: (A) you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same;you have reviewed and have accepted the Registry's Terms and Conditions and the Registry's Guidelines and have provided your Reseller with written confirmation of same; (B) either you, or the person designated as the administrative contact for the domain name, shall be resident or shall have a branch in Germany; (C) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party and, further, that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever.

    ii. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

    iii. Registry Policies. You agree to be bound by the Registry's Registration Terms and Conditions and the Registration Guidelines. English language translations of the Registry's documents are provided for convenience; in the event of a discrepancy between the English and the German language agreements, the terms of the German agreement will prevail. The Registry documents may be found at: English: (A) Registration Terms and Conditions http://www.denic.de/en/bedingungen.html; (B) Registration Guidelines http://www.denic.de/en/denic-domain-guidelines.html; German: (C) DENIC-Registrierungsbedingungen http://www.denic.de/de/bedingungen.html (D) DENIC-Registrierungsrichtlinien http://www.denic.de/de/richtlinien.html.

m. **.eu Domains:** In the case of a ".eu" registration, the following terms and conditions will apply:

    i. Eligibility Criteria. .eu domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) an undertaking having its registered office, central administration or principal place of business within the European Community; (B) an organization established within the European Community without prejudice to the application of national law, or (C) a natural person resident within the European Community.

    ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. This includes: (A) The Registry Terms and Conditions (currently found at: https://eurid.eu/media/filer_public/f4/36/f4366fa9-186a-4674-9887-e525983c1c0b/terms_and_conditions_en.pdf) and (B) Registry Policy (currently found at: https://eurid.eu/en/about-us/document-repository/). You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    iii. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law.

n. **.fr Domains:** In the case of a ".fr" registration, the following terms and conditions will apply:

i. Representation of Registrant. .fr domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly represent that you are: (A) A legal entity: (I) whose head office is in France; (or), (II) which possess an address in France which is expressly listed in the public electronic databases of the registrars of the commercial courts or the National Statistical and Economic Studies Institute (INSEE), (or), (III) State institutions or departments, local authorities or associated establishments, (or), (IV) which own a trademark registered with the National Intellectual Property Institute or own a registered EU or international trademark which expressly includes French territory.

ii. Administrative Contact. Each registrant must designate an administrative contact to act as a coordinator between the registrant and the Registry. In the case of .fr registrations, the administrative contact must be based in France where it can receive legal and other documents.

iii. Registry Policies. You agree to be bound by the Registry's Naming Charter, its registration rules for .fr. English language translations of the Registry's documents are provided for convenience. The Registry documents may be found at: http://www.afnic.fr/en/resources/reference/registry-policies/. This includes the .fr disuppte policy, located at http://www.afnic.fr/en/resources/reference/registry-policies/dispute-resolution-policy-5.html. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

o. **.corsica:** In the case of a ".corsica" registration, the following terms and conditions will apply: .corsica domain names are available for registration to companies and persons who fulfill the following criteria. As a condition of registration, you accordingly meet at least one of the requirements:

i. Legal entity in Corsica - A company headquartered in Corsica or company having its head office outside Corsica but a secondary establishment registered in Corsica.

ii. Individuals living in Corsica - The applicant may be a French or foreign citizen with a physical address valid on the territory of Corsica.

iii. Nexus to the .Corsican community Diaspora and link to the Corsican community - Any individual who has and will prove a direct or indirect link attachment (economic, social, cultural, familial, historical or otherwise) with Corsica.

iv. In addition to the criteria stated above, the Registrant of a domain name in .Corsica is obliged, if he creates a website, to create and maintain in Corsican language at least one page of its website in.corsica. This Corsican language page will be registered on its home page and be published at the latest, three months after the publication of the website.

v. Domain Name Disputes. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .fr dispute resolution policy and procedures can be found at http://www.afnic.fr/doc/ref/juridique/parl. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions.

p. **.it Domains:** In the case of a ".it" registration, the following terms and conditions will apply:

i. Registration Criteria. Registration of an .it name is restricted to subjects belonging to a member state of the European Union. Individuals and associations operating without a VAT number or a fiscal code are limited to a single domain name registration.

ii. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website.This includes the Assignment and management of domain

names in the ccTLD .it regulation (currently located at: http://www.nic.it/sites/default/files/docs/Regulation_assignation_v7.1.pdf).You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation. Additional policies, including transfer procedures and "netiquette" rules may be found at http://www.nic.it/en/views/docs.

q. **.rio Domains:** In the case of a ".rio" registration, the following terms and conditions will apply:
    i.   A domain owner that loses eligibility to a .RIO domain is subject to termination of DNS publication for the domain, and to domain removal, no matter domain expiration date
    ii. Two pre-configured nameservers are required
    iii. No trustee service allowed; abuse can lead to the deletion of the domain name by the registry
    iv. Additional policies may be found at http://http://nic.rio/.
    v.   Names under this TLD are only for usage by the city council of Rio. The .RIO domain owner needs to be either:
         1. Legal entity incorporated in Brazil, with headquarters, branch, franchisee or licensee located in the city of Rio de Janeiro, with active record in "Cadastro Nacional das Pessoas Jurídicas – CNPJ/MF" of the FinanceMinistry.
         2. Individual with fixed address in the city of Rio de Janeiro, with active record in "Cadastro das Pessoas Físicas– CPF/MF" of the Finance Ministry.

r. **.nl Domains:** In the case of a ".nl" registration, the following terms and conditions shall apply:
    i.   Registration Criteria. Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served.
    ii. Registry Policies. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found at: https://www.sidn.nl/a/about-sidn/general-terms-and-conditions. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found at https://www.sidn.nl/downloads/procedures/Dispute%20Resolution%20Regulati ons%20for%20nl%20Domain%20Names.pdf.
         You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions specified by the Registry or any court of law.

s. **.tv Domains:** In the case of a ".tv" registration, the following terms and conditions will apply:
    i.   Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another Registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.icann.org/dndr/udrp/policy.htm. Please take the time to familiarize yourself with this policy.
    ii. Policy. You agree that your registration of the .tv domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN or government adopted policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes

concerning the domain name. You acknowledge that you have reviewed the .tv General Terms of Service which may be found at https://www.verisign.com/en_US/channel-resources/become-a-registrar/verisign-domain-registrar/domain-registration/index.xhtml and expressly agree to the terms outlined therein.

t. **.uk Domains:** In the case of a ".uk" registration, the following terms and conditions will apply:

    i. "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.

    ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at: http://www.nominet.org.uk/disputes/. Please take the time to familiarize yourself with this policy.

    Nominet UK Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK-adopted policy, term or condition, or pursuant to any registrar or registry procedure not inconsistent with an Nominet UK-adopted policy, (1) to correct mistakes by a registrar or the registry in registering the name, or (2) for the resolution of disputes concerning the domain name. The current Nominet UK terms and conditions can be found at: http://www.nominet.org.uk/disputes/terms/

    When you submit a request for a domain name registration with Tucows and/or Reseller, you will be entering into two contracts - one contract with Tucows and/or Reseller and one contract with Nominet UK.

    Tucows and your Reseller will act as agents on your behalf by submitting your application to Nominet for you, however, you will still be entering into a direct contract between you and Nominet UK. This is a separate contract from this agreement; may be found at http://www.nominet.org.uk/nominet-terms. Tucows and Reseller must also make you aware that by accepting Nominet's terms and conditions you are consenting to Nominet using your personal data for a variety of reasons. In particular, your name and address may be published as part of Nominet's Whois look-up service.

    iii. Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with Nominet UK policies and procedures.

u. **.us Domains:** In the case of a ".us" registration, the following terms and conditions will apply:

    i. "DOC" means the United States of America Department of Commerce.

    ii. ".us Nexus Requirement". Only those individuals or organizations that have a substantive lawful connection in the United States are permitted to register for .usTLD domain names. Registrants in the .usTLD must satisfy the nexus requirement ("Nexus" or "Nexus Requirements") set out at: http://www.about.us/policies/ustld-nexus-requirements.

    iii. Selection of a Domain Name. You certify and represent that: (A) You have and shall continue to have, a bona fide presence in the United States on the basis of real and substantial lawful contacts with, or lawful activities in, the United States as defined in Section (ii) hereinabove; (B) The listed name servers are located within the United States; (C) The data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete; (D) To the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party; (E) That the domain name is not being registered for

nor shall it at any time whatsoever be used for any unlawful purpose whatsoever; (F) You have the authority to enter into this Registration Agreement.

iv. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy and the usDRP, as defined below, that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with these policies.

v. Domain Name Disputes. You acknowledge having read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement: (A) The usTLD Rapid Suspension Dispute Policy (currently located at http://www.about.us/policies/ustld-rapid-suspension-dispute-policy The Dispute Policy will provide interested parties with an opportunity to challenge a registration not complying with the Nexus Requirements. (B) The usTLD Dispute Resolution Policy ("usDRP") is available at: http://www.about.us/policies/ustld-dispute-resolution-policy The usDRP is intended to provide interested parties with an opportunity to challenge a registration based on alleged trademark infringement. (C) In addition to the foregoing, you agree that, for the adjudication of disputes concerning or arising from use of the Registered Name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (i) of your domicile, (ii) where Tucows is located, and (iii) the United States.

vi. Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, the DOC or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a DOC or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name. The Registry Operator's policies can be found at http://www.about.us/policies.

vii. Indemnity. The DOC shall be added to the parties you have agreed to indemnify in Section 13 hereinabove.

viii. Information. As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (A) Your full name, postal address, e-mail address and telephone number and fax number (if available) (or, if different, that of the domain name holder); (B) The domain name being registered; (C) The name, postal address, e-mail address, and telephone number and fax number (if available) telephone numbers of the administrative contact, the technical contact and the billing contact for the domain name; (D) The IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name;

ix. In addition to the foregoing, you will be required to provide additional Nexus Information. The Nexus Information requirements are set out at http://www.about.us/policies/ustld-nexus-requirements. Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your Reseller.

x. Disclosure and Use of the Registration Information. You agree and acknowledge that we will make domain name registration information you provide available to the DOC, to the Registry Operator, and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our Whois

service) or other purposes as required or permitted by the DOC and applicable laws.

You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your Reseller.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

v.   **.asia Domains:** In the case of a ".asia" registration, the following terms and conditions will apply:

 i.   The Registered Name Holder/Registrant consents to the use, copying, distribution, publication, modification and other processing of its Personal Data by DotAsia Organisation Limited and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Agreement and with relevant mandatory local data protection, laws and privacy.

 ii. The Registered Name Holder/Registrant agrees to correct and update the registration information for the Registered Name immediately during the registration term for the Registered Name.

 iii. In addition to the complying with the Registrar's policies, the Registered Name Holder/Registrant* agrees to comply with those ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator DotAsia Organisation Limited has monitoring responsibility in accordance with the Registry Agreement or with other arrangements with ICANN.

 iv. The Registered Name Holder/Registrant agrees to comply with all the operational standards, policies, procedures, and practices for the .ASIA Registry as established from time to time in a non-arbitrary manner by DotAsia Organisation Limited (".ASIA Registry Policies"). The Registered Name Holder/Registrant acknowledges that .ASIA Registry Policies are applicable to all registrars and/or registered name holders/registrants. Any changes of the .ASIA Registry Policies by the DotAsia Organisation Limited that are consistent with the Registry Agreement shall be effective upon thirty (30) days' notice by DotAsia Organisation Limited to Registrar. The Registered Name Holder/Registrant further agrees to be bound by the terms and conditions as set down by DotAsia Organisation Limited during the initial launch and the general operations of the .ASIA TLD, including without limitation its Start-Up Policies where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.

 v.   The Registered Name Holder/Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") and to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP"). The Registered Name Holder/Registrant agrees to submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia Organisation Limited from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet

engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

vi. The Registered Name Holder/Registrant acknowledges and agrees to comply with the .ASIA Charter Eligibility Requirement. The Registered Name Holder/Registrant* acting as Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (the "CED Contact"), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder/Registrant's* legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the DotAsia Organisation Limited's .ASIA Charter Eligibility Requirement Policy published from time to time. Registered Name Holder/Registrant acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates.

vii. The Registered Name Holder/Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry Operator DotAsia Organisation Limited and its directors, officers, employees and agents 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 Registered Name Holder's domain name registration and or use. Notwithstanding the other provisions in this Agreement, the Registered Name Holder agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

viii. The Registered Name Holder/Registrant acknowledges and agrees that DotAsia Organisation Limited and Registry Services Provider, acting in consent with DotAsia Organisation Limited, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its sole discretion (i) to protect the integrity security, and stability of the registry; (ii) to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of DotAsia Organisation Limited as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein: or (v) to correct mistakes made by DotAsia Organisation Limited, the Registry Services Provider or any registrar in connection with a domain name registration. DotAsia Organisation Limited also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.

ix. Notwithstanding anything in this Agreement to the contrary, DotAsia Organisation Limited, the Registry Operator of the .ASIA TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third-party beneficiary rights of DotAsia Organisation Limited have vested and that it has relied on its third party beneficiary rights under this Agreement in agreeing to Tucows being a registrar for the .ASIA TLD. Additionally, the third-party beneficiary rights of DotAsia Organisation Limited shall survive any termination or expiration of this Agreement.

x. The Registered Name Holder/Registrant acknowledges that in the event of conflict between this section of the Agreement and other sections of the same, this section shall prevail.

xi. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable

jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

w. **.li Domains:** In the case of a ".li" registration, the following terms and conditions will apply:

   i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://www.nic.ch/terms/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

   ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .ch Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at https://www.nic.ch/terms/disputes/. Please take the time to familiarize yourself with this policy.

x. **.me Domains:** In the case of a ".me" registration, the following terms and conditions will apply:

   i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.nic.me/policies. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

   ii. Domain Name Dispute Policy. If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the .me Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at http://www.nic.me/policies. Please take the time to familiarize yourself with this policy.

y. **.tel Domains:** In the case of a ".tel" registration, the following terms and conditions will apply:

   i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.telnic.org/policies. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

   ii. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;

   iii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

z. **.mobi Domains:** In the case of a ".mobi" registration, the following terms and conditions will apply:

   i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on

the Registry website at http://dotmobi.mobi/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    ii.   Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;

    iii.   For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

aa.   **.in Domains:** In the case of a ".in" registration, the following terms and conditions will apply:

    i.   Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://registry.in/Policies. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

bb.   **.bz Domains:** In the case of a ".bz" registration, the following terms and conditions will apply:

    i.   Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.afilias-grs.info/bz-belize. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

cc.   **.ws Domains:** In the case of a ".ws" registration, the following terms and conditions will apply:

    i.   Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.worldsite.ws/legal/index.dhtml?url=worldsite.ws. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

dd.   **.co, .com.co, .net.co, and .nom.co Domains:** In the case of a ".co", ".com.co", ".net.co", or ".nom.co"" registration, the following terms and conditions will apply:

    i.   Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.go.co. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

ee.   **.com.au, .net.au, .org.au, .asn.au, and .id.au Domains:** In the case of a ".com.au", ".net.au", ".org.au", ".asn.au", or ".id.au" registration, the following terms and conditions will apply:

i. auDA AND REGISTRAR'S AGENCY: (1) In this agreement, auDA means .au Domain Administration Limited ACN079 009 340, the .au domain names administrator. The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary to enable auDA to receive the benefit of rights and covenants conferred to it under this agreement. auDA is an intended third party beneficiary of this agreement.

ii. auDA PUBLISHED POLICY: (1) In this clause, auDA Published Policies means those specifications and policies established and published by auDA from time to time at http://www.auda.org.au/ (2) Registrant must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.

iii. Registrant acknowledges that under the auDA Published Policies: (1) there are mandatory terms and conditions that apply to all domain names licences, and such terms and conditions are incorporated into, and form part of, this agreement; and (2) Registrant is bound by, and must submit to, the .au Dispute Resolution Policy; and (3) auDA may delete or cancel the registration of a .au domain name.

iv. auDA'S LIABILITIES AND INDEMNITY: (1) To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors. (2) Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name. (3) Nothing in this document is intended to exclude the operation of Trade Practices Act 1974.

ff. **.fi Domains:** In the case of a ".fi" registration, the following terms and conditions will apply: The applicant or registrant confirms that they have read and understood:

i. The required content and form of .fi and .ax domain names described in Chapter 3, Section 21, as well as Section 166 of the Finish Information Society Code. A summary of these provisions is available at: https://www.viestintavirasto.fi/attachments/Summary_of_the_domain_name_sections_in_the_Information_Society_Code_917_2014.pdf.

ii. The requirements concerning the form of the domain name provided in section 12 of the Domain Name Regulation, located at: https://www.viestintavirasto.fi/attachments/maaraykset/FICORA682016M.pdf.

iii. Information on the protection of names that have been entered into the Finnish Trade Register or into the registers of associations, foundations or political parties, located at: https://www.prh.fi/en/index.html.

iv. Information on the protection of trademarks entered into the Finnish register of trademarks, located at: https://www.prh.fi/en/tavaramerkit/tavaramerkkitietokannat/tavaramerkkitietokanta.html.

v. Information on the protection of trademarks entered into the trademark register of the European Union, located at: https://euipo.europa.eu/ohimportal/de.

gg. **.ro Domains:** In the case of a ".ro" registration, the following terms and conditions will apply:

i. You accept the terms of the ROTLD Dispute Resolution Policy, located at: http://www.rotld.ro/engleza/index_en.html

ii. You accept the ROTLD Registration Agreement, located at: http://www.rotld.ro/engleza/index_en.html

hh. **.xxx, .adult, .porn, .sex Domains:** In the case of a ".xxx", ".adult", ".porn", or ".sex" registration, the following terms and conditions will apply:

    i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://icmregistry.com/policies/registry-registrant-agreement/. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    ii. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry. These policies are subject to modification;

    iii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

ii. **.pro Domains:** In the case of a ".pro" registration, the following terms and conditions will apply:

    i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at http://www.registry.pro/legal/user-terms

    You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    ii. Submission to UDRP. Registrant agrees to submit to proceedings under ICANN's Uniform Domain Dispute Policy (.UDRP.) (http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by the Registry; these policies are subject to modification;

    iii. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

jj. **.dk Domains:** In the case of a ".dk" registration, the following terms and conditions will apply:

    i. Registry Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website at https://www.dk-hostmaster.dk/english/laws-conditions/

    ii. You are responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

    iii. Information submitted by you is registered by the registry operator DK Hostmaster and will be used for administering the .dk top-level domain.

    iv. Your personal data is not publicly available in the whois database, but the operating registry, DK Hostmaster, shall release hidden personal details on request where a legal interest is demonstrated.

    v. You agree to allow Tucows to make a payment for a domain registration/renewal/transfer on your behalf.

vi. You have the right to change the billing contact or proxy and to pay the registry, DK Hostmaster, directly.

vii. The registration of a .DK domain name takes place with the registry operator, DK Hostmaster and you must agree to DIFO's rules available at https://www.dk-hostmaster.dk/english/laws-conditions/.

viii. You have the right to, at any time, change your Registrar, DNS and Zone Contact.

ix. Your e-mail address must not be related to the Domain Name to be Registered and must be an e-mail address that is under your control. It is your responsibility to ensure that the e-mail address stated is valid.

x. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, and (2) where Tucows is located, presently Toronto, Ontario.

kk. **Additional ccTLD Policies.** Additional registry policies may apply for ccTLDs. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are referenced at http://www.tucowsdomains.com/domaininfo/cctld-registry-policies.

ll. **.ventures, .holdings, .singles, .clothing, .guru, .bike, .plumbing, .camera, .lighting, .equipment, .estate, .graphics, .gallery, .photography, .land, .today, .technology, .contractors, .directory, .kitchen, .construction, .diamonds, .enterprises, .tips, .voyage, .careers, .photos, .recipes, .shoes, .limo, .domains, .cab, .company, .computer, .systems, .academy, .management, .center, .builders, .email, .solutions, .support, .training, .camp, .education, .glass, .institute, .repair, .coffee, .house, .florist, .international, .solar, .holiday, .marketing, .codes, .farm, .viajes, .agency, .bargains, .boutique, .cheap, .zone, .cool, .watch, .works, .expert, .exposed, .foundation, .cruises, .flights, .rentals, .vacations, .villas, .tienda, .condos, .properties, .maison, .dating, .events, .partners, .productions, .community, .catering, .cards, .cleaning, .tools, .industries, .parts, .supplies, .supply, .fish, .report, .vision, .services, .capital, .engineering, .exchange, .gripe, .associates, .lease, .media, .pictures, .reisen, .toys, .university, .town, .wtf, .fail, .financial, .limited, .care, .clinic, .surgery, .dental, .furniture, .discount, .fitness, .schule, .tax, .cash, .fund, .investments, .gratis, .claims, .credit, .creditcard, .digital, .accountants, .finance, .insure, .loans, .church, .life, .guide, .direct, .place, .world, .delivery, .energy, .business, .immo, .network, .pizza, .coach, .memorial, .legal, .money, .tires, .bingo, .chat, .style, .tennis, golf, .gold, .tours, .plus, .team, .jewelry, .show, .express, .cafe, .dog, .theater, .taxi, .hockey, .run, .movie, .coupons, .soccer, .mba, .fyi, .vin, .wine, .shopping, .hospital, .jetzt. apartments, .irish, and .reise Domains:** In the case of a ".ventures", ".holdings", ".singles", ".clothing", ".guru", ".bike", ".plumbing", ".camera", ".lighting", ".equipment", ".estate", ".graphics", ".gallery", ".photography", ".land", ".today", ".technology", ".contractors", ".directory", ".kitchen", ".construction", ".diamonds", ".enterprises", ".tips", ".voyage", ".careers", ".photos", ".recipes", ".shoes", ".limo", ".domains", ".cab", ".company", ".computer", ".systems", ".academy", ".management", ".center", ".builders", ".email", ".solutions", ".support", ".training", ".camp", ".education", ".glass", ".institute", ".repair", ".coffee", .house", ".florist", ".international", ".solar", ".holiday", ".marketing", ".codes", ".farm", ".viajes", ".agency", ".bargains", ".boutique", ".cheap", ".zone", ".cool", ".watch", ".works", ".expert", ".exposed", ".foundation", ".cruises", ".flights", ".rentals", ".vacations", ".villas", ".tienda", ".condos", ".properties", ".maison", ".dating", ".events", ".partners", ".productions", ".community", ".catering", ".cards", ".cleaning", ".tools", ".industries", ".parts", ".supplies", ".supply", ".fish", ".report", ".vision", ".services", ".capital", ".engineering", ".exchange", ".gripe", ".associates", ".lease", ".media", ".pictures", ".reisen", ".toys", ".university", ".town", ".wtf", ".fail", ".financial", ".limited", ".care", ".clinic", ".surgery", ".dental", ".furniture", ".discount", ".fitness", ".schule", ".tax", ".cash", ".fund", ".investments", ".gratis", ".claims", ".credit", ".creditcard", ".digital", ".accountants",

".finance", ".insure", ".loans", ".church", ".life", ".guide", ".direct", ".place", ".world", ".delivery", ".energy", ".business", ".immo", ".network", ".pizza", ".coach", ".memorial", ".legal", ".money", ".tires", ".bingo", ".chat", ".style", ".tennis", ".golf", ".gold", ".tours", ".plus", ".team", ".jewelry", ".show", ".express", ".cafe", ".dog", ".theater", ".taxi", ".hockey", ".run", ".movie", ".coupons", ".soccer", ".mba", ".fyi", ".vin", ".wine", ".shopping", ".hospital", ".jetzt", ".apartments", ".irish", or ".reise" registration, the following terms and conditions will apply:

   i. You agree to the Donuts Inc. Acceptable Use and Anti-Abuse Policy, located at http://www.donuts.co/policies/acceptable-use/.

   ii. You acknowledge that TLDs offered by Donuts Inc. 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.

mm. **.doctor Domains:** In the case of a ".doctor" registration, the following terms and conditions will apply:

   i. You agree to the Donuts Inc. Acceptable Use and Anti-Abuse Policy located at http://www.donuts.co/policies/acceptable-use/.

   ii. In addition to the criteria stated above, .doctor registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable licenses.

nn. **.tattoo, .sexy, .guitars, .link, .gift, .pics, .photo, .christmas, .blackfriday, .click, .help, .diet, .hiphop, .juegos, .flowers, .lol, .country, .game, .cars, .auto, .car, .mom, and .hiv Domains:** In the case of a ".tattoo", ".sexy", ".guitars", ".link", ".gift", ".pics", ".photo", ".christmas", ".blackfriday", ".click", ".help", ".diet", ".hiphop", ".juegos", ".flowers", ".lol", ".country", ".game", ".cars", ".auto", ".car", ".mom", or ".hiv" registration, the following terms and conditions will apply:

   i. You agree to the Uniregistry Inc. Acceptable Use and Anti-Abuse Policy, located at

http://uniregistry.link/bin/pdf/Acceptable_Use_Policy_and_Terms_of_Service.pdf

   ii. You acknowledge that TLDs offered by Uniregistry Inc. 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 Uniregistry TLDs.

.diet, .hiphop, and .juegos Domains: In the case of a "diet", ".hiphop", or ".juegos" registration, the following *additional* terms and conditions will apply:

   i. The registrant will abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

   ii. The registrant further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

.sexy Domains: In the case of a ".sexy" registration, the following *additional* terms and conditions will apply:

   i. The Registrant shall NOT permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .sexy domain name. For purposes of clarity, content viewed at the main or top-level directory of a .sexy domain name is the content immediately visible if a user navigates to http://example.sexy or http://www.example.sexy. No restrictions apply to the content at any other page or subdirectory addressed by a .sexy Registered Name.

   ii. For the purposes of these additional conditions, the term "content unsuitable for viewing by a minor" means any communication, consisting of nudity, sex, or excretion, that, taken as a whole and with reference to its context–
- predominantly appeals to a prurient interest;
- is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and

- lacks serious literary, artistic, political, or scientific value.

iii. For the purposes of these additional conditions, the term "sex" means acts of masturbation, sexual intercourse, or physical contact with a person's genitals, or the condition of human male or female genitals when in a state of sexual stimulation or arousal; and "minor" means a person who has not attained the age of 13.

oo. **.dance, .democrat, .ninja, .immobilien, .futbol, .reviews, .social, .pub, .moda, .kaufen, .consulting, .actor, .rocks, auction, .forsale, .rip, .band, .sale, .news, .live, .studio, .family, and .games Domains:** In the case of a ".dance", ".democrat", ".ninja", ".immobilien", ".futbol", ".reviews", ".social", ".pub", ".moda", ".kaufen", ".consulting", ".actor", ".rocks", ".auction", ".rehab", ".gives", ".degree", ".forsale", ".rip", ".band", ".sale", ".news", ".live", ".studio", ".family", or ".games" registration, the following terms and conditions will apply:

i. You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at http://rightside.co/registry/for-registrars/#c290.

ii. You acknowledge that TLDs offered by Rightside Inc. 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 Rightside TLDs.

pp. **.fishing, .vodka, .rodeo, .cooking, .horse, .bayern, .beer, .surf, .casa, .yoga, .work, .fashion, .wedding, .garden, .fit, .nrw, .miami, .law, .abogado, and .vip Domains:** In the case of a ".fishing", ".vodka", ".rodeo", ".cooking", ".horse", ".bayern", ".beer", ".surf", ".casa", ".yoga", ".work", ".fashion", ".wedding", ".garden", ".fit", ".nrw", ".miami", ".law", ".abogado", or ".vip" registration, the following terms and conditions will apply:

i. You agree to the Minds + Machines Inc. Acceptable Use and Anti-Abuse Policy, located at http://mm-registry.com/policies/.

ii. You agree to the .BAYERN Minds + Machines Inc. policies located at http://mm-registry.com/wp-content/uploads/2014/04/Bayern-Registry-Policies_English1.pdf

iii. You acknowledge that TLDs offered by Minds + Machines Inc. 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 Minds + Machines TLDs.

.nrw Domains: in the case of a ".nrw" registration, the following *additional* terms and conditions will apply:

i. You agree to additional acceptable use policies located at http://nic.nrw/die-nrw-domain/richtlinien/.

ii. Registrants of .NRW domains in Sunrise and General Availability must be:
- Individuals with residence in the postal code area of the federal state of North Rhine – Westphalia; or
- Individuals that have a place business in connection with self-employment or freelance work in the postal code area of the federal state of North Rhine-Westphalia; or
- Entities that have a place of business in the postal code area of the federal state of North Rhine-Westphalia.

.law and .abogado Domains: in the case of a ".law" or ".abogado" registration, the following *additional* terms and conditions will apply:

i. Registrant Validation, Data, and Restriction. Registration in the .law and .abogado TLDs is restricted to accredited lawyers as validated by an agent, which shall be appointed from time to time by the Registry (Validation Agent). Registrar must capture additional data as necessary to facilitate validation (Validation Data).

ii. Validation Data must be provided as requested from time to time by the Registry. Registrar must pay the non-refundable Validation Fee (see Section 5(b) below). Registrar must require that Registrant certify, prior to check out or collection of any registration fees, that Registrant is qualified to register the domain and that all provided information is true and accurate.

      iii. Registrar must display to Registrant terms to the effect that providing false information may lead to the deletion of their registration on all Registry TLDs including, but not limited to, .law and .abogado. Failure to maintain accreditation may result in cancellation of registration; no refunds will be granted outside the add grace or renewal grace periods. Validation may occur for each registration year. Registry may periodically re-verify accreditation at no additional cost to the Registrar. Disputes regarding validation will be handled by the Registry and Registrar agrees to submit such disputes immediately to the Registry for determination.

      iv. The applicant must provide the Qualified Lawyer information:

        a) Their full name as the applicant, as recorded with their regulator.

        b) The official name of the accreditation body (e.g., The State Bar of California); The accreditation body is the entity that issued the accreditation ID to the qualified lawyer. Within the Qualified Lawyer extension, a character string is used to represent an accreditation body.

        c) The accreditation year; A qualified lawyer's accreditation year is the year he/she was initially certified by the accreditation body. It is represented by a four-digit year including the century.

        d) The applicant's accreditation ID number; The qualified lawyer's accreditation ID is a character string issued by the accreditation body to the qualified lawyer. Accreditation IDs uniquely identify the qualified lawyer within the context of the accreditation body.

        e) The accreditation jurisdiction: country and state, province, or district, as applicable. The accreditation jurisdiction country is the country in which the accreditation body certifies the qualified lawyer. ISO two-letter country codes are used to represent the accreditation jurisdiction country. The accreditation jurisdiction country is required. The accreditation jurisdiction state/province is the specific region, within the accreditation jurisdiction country, in which the accreditation body certifies the qualified lawyer. A character string represents the region. The accreditation jurisdiction is required when the accrediting body limits the qualified lawyer's certification to this area.

qq. **.berlin Domains:** In the case of a ".berlin" registration, the following terms and conditions will apply:

    i. You agree to the dotBERLIN GmbH & Co. Registration and Anti-Abuse Policy, located at http://nic.berlin/de/berlin-policies/.

rr. **.ruhr Domains:** In the case of a ".ruhr" registration, the following terms and conditions will apply:

    i. You agree to the regiodot GmbH & Co. Registration and Anti-Abuse Policy, located at http://www.dot.ruhr/en/registration-policy/.

ss. **.wien Domains:** In the case of a ".wien" registration, the following terms and conditions will apply:

    i. You agree to the punkt.wien GmbH Registration and Anti-Abuse Policy, located at https://www.nic.wien/de/.wien/policies.

tt. **.kim, .pink, .red, .blue, .black, .global, .meet, .ltda, .poker, .lgbt, .green, srl, .bet, .pet, .promo, .group, .salon, .ltd, .gmbh, .ski, .archi, .bio, .organic, and .shiksha Domains:** In the case of a ".kim", ".pink", ".red", ".blue", ".black", ".global", ".meet", ".ltda", ".poker", ".lgbt", ".green", ".srl", ".bet", ".pet", ".promo", ".group", ".salon", ".ltd", ".gmbh", ".ski", ".archi", ".bio", ".organic", or ".shiksha" registration, the following terms and conditions will apply:

    i. You agree to the Afilias Inc. Acceptable Use and Anti-Abuse Policy, located at https://www.afilias.info/de/node/2936.

    ii. You acknowledge that TLDs offered by Afilias Inc. 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 Afilias TLDs.

.lgbt Domains: In the case of a ".lgbt" registration, the following *additional* terms and conditions will apply:

i. You agree to additional acceptable use policies located at http://get.lgbt/LGBTAUP.

.green Domains: In the case of a ".green" registration, the following *additional* terms and conditions will apply:

i. You agree to additional acceptable use policies located at http://get.green/about/afilias-anti-abuse-policy.

.poker Domains: In the case of a ".poker" registration, the following *additional* terms and conditions will apply:

i. Registrants of .poker must:
   - comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures;
   - implement reasonable and appropriate security measures commensurate with the collection and maintenance of financial data, as defined by applicable law;
   - provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business.

.srl Domains: In the case of a ".srl" registration, the following *additional* terms and conditions will apply:

i. Only companies that are registered as SRL qualify to be a Registrant of a .srl domain name. Such registration must be granted by a governmental body, or an organization authorized by a governmental body to issue such registration. If at any time during the term of registration of a Registered Name a Registrant shall no longer meet the requirements of the Eligibility Policy, then, in addition to any other rights of InterNetX existing under the Registry Registrar Agreement ("RRA") between InterNetX and any applicable Registrar orotherwise, InterNetX reserves the right to deny or cancel the registration, renewal, or transfer of any Registered Name, or to place any Registered Name on registry lock, hold, or similar status, with respect to any such Registered Name that InterNetX, upon reasonable belief formed after reason-able investigation, deems to be registered to a Registrant that is not in compliance with the Eligibility Policy.

.archi Domains: In the case of a ".archi" registration, the following *additional* terms and conditions will apply:

i. You must be professionally and academically qualified as an architect as defined by the UIA Accord, or

ii. Be an architecture-related organization listed on a dedicated list defined by the APAC in collaboration with the UIA and the UIA Member Sections, and available on the Registry website.

iii. You agree to the additional .archi conditions located at http://www.domains.archi/archi-domain-name-policy/.

.bio and .organic Domains: In the case of a ".bio" or ".organic" registration, the following *additional* terms and conditions will apply:

i. Registrants of .bio and .organic must:
   - Registration is limited to those who are producers, transformers and retailers, or otherwise involved in the field of agriculture, food and farming.
   - You agree to the additional .bio conditions at http://www.domains.bio/about/.
   - You agree to the additional .organic conditions at http://get.organic/about/afilias-anti-abuse-policy.

.ski Domains: In the case of a ".ski" registration, the following *additional* terms and conditions will apply:

i. You agree to the additional .SKI conditions at http://www.domains.ski/ski-domain-name-policy/

uu. **.club Domains:** In the case of a ".club" registration, the following terms and conditions will apply:
   i. You agree to the DotCLUB DOMAINS Registration and Anti-Abuse Policy, located at http://nic.club/Terms/.

vv. **.uno Domains:** In the case of a ".uno" registration, the following terms and conditions will apply:
   i. You agree to the DotLatin LLC Registration and Anti-Abuse Policy, located at http://nic.uno/policy/Acceptable-Use-and-Anti-Abuse-Policy.pdf.

ww. **.buzz Domains:** In the case of a ".buzz" registration, the following terms and conditions will apply:
   i. You agree to the Dot Strategy Co., Registration and Anti-Abuse Policy, located at http://get.buzz/about-us/terms-of-service-tos/.

xx. **.nyc Domains:** In the case of a ".nyc" registration, the following terms and conditions will apply:
   i. You agree to the City of New York's Registration and Anti-Abuse Policy, located at http://www.nic.nyc/policies/.

yy. **.moe Domains:** In the case of a ".moe" registration, the following terms and conditions will apply:
   i. You agree to the Interlink Co. Registration and Anti-Abuse Policy, located at http://nic.moe/en/legal/.

zz. **.build Domains:** In the case of a ".build" registration, the following terms and conditions will apply:
   i. You agree to the Plan Bee LLC. Acceptable Use and Anti-Abuse Policy, located at http://nic.build/#documents.

aaa. **.luxury Domains:** In the case of a ".luxury" registration, the following terms and conditions will apply:
   i. You agree to the Luxury Partners LLC. Acceptable Use and Anti-Abuse Policy, located at http://nic.luxury/#documents.

bbb. **.menu Domains:** In the case of a ".menu" registration, the following terms and conditions will apply:
   i. You agree to the Wedding TLD2 LLC, Acceptable Use and Anti-Abuse Policy, located at http://nic.menu/#documents.

ccc. **.wiki, .ink, and .design Domains:** In the case of a ".wiki", ".ink", or ".design" registration, the following conditions apply:
   i. You agree to the Top Level Design, LLC Acceptable Use and Anti-Abuse Policy, located at http://toplevel.design/policy/.

ddd. **.xyz, .college, .rent, .security, .protection, and .theatre Domains:** In the case of a ".xyz", ".college", ".rent", ".security", ".protection", or ".theatre" registration, the following terms and conditions will apply:
   i. You agree to the xyz.com LLC, Domain Names Policies, located at https://static.helpjuice.com/helpjuice_production/uploads/upload/image/2808/1 02814/XYZ_Domain_Name_Policies_v2.0.pdf.

eee. **.bar and .rest Domains:** In the case of a ".bar" or ".rest" registration, the following terms and conditions will apply:
   i. You agree to the Punto 2012 S.A.P.I. de CV, Acceptable Use and Anti-Abuse Policy, located at http://www.register.bar/policies/.

fff. **.fans Domains:** In the case of a ".fans" registration, the following terms and conditions will apply:
   i. You agree to the dotfans Terms and Conditions, located at http://dotfans.com/about-us/terms/.

ggg. **.love Domains:** In the case of a ".love" registration, the following terms and conditions will apply:
   i. You agree to the getdotlove Terms and Conditions, located at http://dotfans.com/about-us/terms/.

hhh. **.host, .press, .website, .space, .site, .tech, .store, and .fun Domains:** In the case of a ".host", ".press", ".website", ".space", ".site", ".tech", ".store", or ".fun" registration, the following terms and conditions will apply:
- i. You agree to the Radix , Acceptable Use and Anti-Abuse Policy, located at http://radixregistry.com/policies/our-experience.php.

iii. **.bid, .trade, .webcam, .party, .science, .cricket, .review, .faith, .date, .men, .accountant, .download, .loan, .racing, .win, and .stream Domains:** In the case of a ".bid", ".trade", ".webcam", ".party", ".science", ".cricket", ".review", ".faith", ".date", ".men", ".accountant", ".download", ".loan", ".racing", ".win", or ".stream" registration, the following terms and conditions will apply:
- i. You agree to the Famous Four Media Limited Use and Anti-Abuse Policy, located at http://nic.bid/resources, http://nic.trade/resources, http://nic.webcam/resources, http://nic.party/resources, http://nic.science/resources, http://nic.cricket/resources, http://nic.review/resources, http://nic.faith/resources, http://nic.date/resources, http://nic.men/resources, http://nic.accountant/resources, http://nic.download/resources, http://nic.loan/resources, http://nic.racing/resources, http://nic.win/resources, and http://nic.stream/resources.

jjj. **.soy and .how Domains:** In the case of a ".soy" or ".how" registration, the following terms and conditions will apply:
- i. You agree to the Google Inc, Charleston Road Registry, Inc. Policies located at http://www.googleregistry.co, http://www.google.com/registry/policies/domainabuse/, and https://www.google.com/registry/privacy.html.

kkk. **.cymru and .wales Domains:** In the case of a ".cymru" or ".wales" registration, the following terms and conditions will apply:
- i. You agree to the Nominet UK Policies located at http://ourhomeonline.wales/about-us/policy.

lll. **.paris Domains:** In the case of a ".paris" registration, the following terms and conditions will apply:
- i. You agree to the City of Paris' Policies located at http://bienvenue.paris/en/politique-de-registre-du-paris/.

mmm. **.tirol Domains:** In the case of a ".tirol" registration, the following terms and conditions will apply:
- i. You agree to the Tirol GmbH's Policies located at http://nic.tirol/ueber-uns/policies/.

nnn. **.physio Domains:** In the case of a ".physio" registration, the following terms and conditions will apply:
- i. You agree to the ARI Registry Services Policies located at http://nic.physio/#documents.

ooo. **.one Domains:** In the case of a ".one" registration, the following terms and conditions will apply:
- i. You agree to One Registry's Policies located at http://one.nic/policies/.

ppp. **.attorney, .lawyer, and .dentist Domains:** In the case of a ".attorney", ".lawyer", or ".dentist" registration, as a highly-regulated TLD, the following terms and conditions will apply:
- i. You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at http://rightside.co/registry/for-registrars/#c290
- ii. You acknowledge that TLDs offered by Rightside Inc. 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 Rightside TLDs.
- iii. You must comply with all applicable laws, including laws relating 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;

iv. You must acknowledge and agree that any collection and use of sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws.

v. You must provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in your main place of business.

vi. You must represent that you possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with this highly regulated TLD.

vii. You must report any material changes to the validity of your authorizations, charters licenses and/or other related credentials for participation in the sector associated with this highly regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct activities in the interests of the consumer served.

viii. You must email a copy of your valid, active authorization, charter, license, or other related credentials to rightside@opensrs.com, along with contact information for the licensing/governing body for your profession. Registrars may set up a forwarding email to receive these documents and must forward these emails to OpenSRS if they wish to use their own email domain/address.

qqq. **.engineer, .market, .mortgage, .software, .vet, .gives, .degree, and .rehab Domains:** In the case of a ".engineer", ".market", ".mortgage", ".software", ".vet", ".gives", ".degree", or ".rehab" registration, as a regulated TLD, the following terms and conditions will apply:

i. You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at http://rightside.co/registry/for-registrars/#c290.

ii. You acknowledge that TLDs offered by Rightside Inc. 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 Rightside TLDs.

iii. You must comply with all applicable laws, including laws relating 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;

iv. You must acknowledge and agree that any collection and use of sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws.

rrr. **.army, .navy, and .airforce Domains:** In the case of a ".army", ".navy", or ".airforce" registration, as a regulated TLD, the following terms and conditions will apply:

i. You agree to the Rightside Inc. Acceptable Use and Anti-Abuse Policy, located at http://rightside.co/registry/for-registrars/#c290.

ii. You acknowledge that TLDs offered by Rightside Inc. 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 Rightside TLDs.

iii. You must take steps to ensure against misrepresenting or falsely implying that you or your business is affiliated with, sponsored, or endorsed by one or more country's or government's military forces if such affiliation, sponsorship, or endorsement does not exist.

sss. **.durban, .joburg, .capetown. .za, and .africa Domains:** in the case of a ".durban", ".joburg", ".capetown", ".za", or ".africa" registration, the following terms and conditions will apply:

i. You agree to the ZA Central Registry Policies located at https://www.registry.net.za/content.php?gen=1&contentid=143&title=Legal%20 /%20Policies.

ttt. **.desi Domains:** In the case of a ".desi" registration, the following terms and conditions will apply:
  i. You agree to the Dot Desi, LLC Policies located at http://nic.desi/.
uuu. **.hamburg Domains:** In the case of a ".hamburg" registration, the following terms and conditions will apply:
  i. You agree to the Hamburg Top-Level-Domain GmbH Policies located at http://www.punkthamburg.de/richtlinien/.
vvv. **.london Domains:** In the case of a ".london" registration, the following terms and conditions will apply:
  i. You agree to the Dot London Domains Ltd Policies located at http://domains.london/policies/.
www. **.melbourne Domains:** In the case of a ".melbourne" registration, the following terms and conditions will apply:
  i. You agree to the ARI Registry Services Policies located at http://nic.melbourne/policies/.
xxx. **.scot Domains:** In the case of a ".scot" registration, the following terms and conditions will apply:
  i. You agree to Dot Scot Registry Policies located at http://dotscot.net/help/.
yyy. **.quebec Domains:** In the case of a ".quebec" registration, the following terms and conditions will apply:
  i. You agree to PointQuebec Policies located at http://registre.quebec/en/policy/.
zzz. **.bzh Domains:** In the case of a ".bzh" registration, the following terms and conditions will apply:
  i. You agree to www.bzh Association Policies located at http://www.pik.bzh/images/documents/bzh_Politique_enregistrement.pdf.
aaaa. **.brussels and .vlaanderen Domains:** In the case of a ".brussels" or ".vlaanderen" registration, the following terms and conditions will apply:
  i. You agree to the DNS Belgium Policies located at http://dnsbelgium.be/en/domain-name/registering-domain-names.
bbbb. **.ist and .istanbul Domains:** In the case of a ".ist" or ".istanbul" registration, the following terms and conditions will apply:
  i. You agree to the Istanbul Metropolitan Municipality Media Inc. Policies located at http://nic.ist/politikalar/mkk-politikalari.
cccc. **.barcelona Domains:** In the case of a ".barcelona" registration, the following terms and conditions will apply:
  i. You agree to the Foundation puntCAT Media Inc. Policies located at http://fundacio.cat/ca/avis-legal.
dddd. **.ceo and .best Domains:** In the case of a ".ceo" or ".best" registration, the following terms and conditions will apply:
  i. You agree to PeopleBrowsr's Policies located at http://aboutus.best/overview.html.
eeee. **.ngo and .ong Domains:** In the case of a ".ngo" or ".ong" registration, the following terms and conditions will apply:
  i. You agree to Public Interest Registry's Policies located at http://pir.org/policies/ and http://globalngo.org/discover/eligibility/, and detailed below:
     Registrants must meet the following requirements:
     1. **Focused on acting in the public interest**. Whether in support of education or health, the environment or human rights, members of the .ngo|.ong community work for the good of humankind and/or the preservation of the planet and do not promote discrimination or bigotry.
     2. **Non-profit making/non-profit-focused entities**. While many NGOs engage in commercial activities or generate revenue in support of their missions,

members of the .ngo|.ong community do not recognize profits or retain earnings.

3. **Limited government influence**. Recognizing that many NGOs have important interactions with government, not least for reasons of funding (which may include receipt of some government funding in support of their programs), members of the .ngo|.ong community decide their own policies, direct their own activities and are independent of direct government or political control.

4. **Independent actors**. Members of the .ngo|.ong community should not be political parties nor should be a part of any government. Participation in the work of a NGO or ONG is voluntary.

5. **Active organisations**. Members of the .ngo|.ong community are actively pursuing their missions on a regular basis.

6. **Structured**. Members of the .ngo|.ong community, whether large or small, operate in a structured manner (e.g. under bylaws, codes of conduct, organizational standards, or other government structures.)

7. **Lawful**. Members of the .ngo|.ong community act with integrity within the bounds of law.

ii. To activate new domains, NGO organisations will also need to complete a post-registration validation process:

1. Registrant is required to submit information and documentation to PIR establishing that it meets the eligibility requirements of an NGO.

2. Validation documentation may consist of one or more of the following:
   i. government list;
   ii. corporate documents (e.g. Articles of Incorporation); and
   iii. tax records or other documents evidencing the entity's charitable status and work in the community it serves.

3. Registrant is required to certify that the information and documentation it submitted in the validation process remains true, complete, and accurate at least once every two years after initial validation.

4. If the registrant does not successfully complete the validation process within one year from the date it registers the domain name bundle, the domain name bundle will be deleted and released back into the pool of available domains and any fees paid in connection with the registration of the domain name bundle will be forfeit.

5. Registrant acknowledges and understands that, in the event it is selected for an audit, it will promptly comply with any inquiries and requests from the Registry to provide additional evidence of its NGO status.
   i. If, as a result of the audit process, the Registry determines (in its sole discretion) that the Registrant does not meet the NGO eligibility requirements, the Registrant's domain name bundle will be deleted and released back into the pool of available domains and any fees paid in connection with the Registrant's domain name bundle will be forfeit.

ffff. **.vote and .voto Domains:** In the case of a ".vote" or ".voto" registration, the following terms and conditions will apply:
   i. You agree to Monolith Registry LLC's Policies located at http://vote.afilias.info/vote_registration_policy.

gggg. **.amsterdam Domains:** In the case of a ".amsterdam" registration, the following terms and conditions will apply:
   i. You agree to the dotAMSTERDAM BV policies located at: http://nic.amsterdam/.

hhhh. **.sucks Domains:** In the case of a ".sucks" registration, the following terms and conditions will apply:
   i. You agree to the Vox Populi Registry Inc. policies located at: https://www.get.sucks/policies.

iiii. **.courses Domains:** In the case of a ".courses" registration, the following terms and conditions will apply:
    i. You agree to the ARI policies located at: http://nic.courses/#documents.

jjjj. **.study Domains:** In the case of a ".study" registration, the following terms and conditions will apply:
    i. You agree to the ARI policies located at: http://nic.study/#documents.

kkkk. **.film Domains:** In the case of a ".film" registration, the following terms and conditions will apply:
    i. You agree to the ARI Policies located at http://go.film/eligibility/ and http://go.film/policies/.

llll. **.earth Domains:** In the case of a ".earth" registration, the following terms and conditions will apply:
    i. You agree to the Interlink CO., Ltd. policies located at: http://http://domain.earth/legal/.

mmmm. **.cloud Domains:** In the case of a ".cloud" registration, the following terms and conditions will apply:
    i. You agree to the Aruba PEC S.p.A. a Socio Unico Policies located at https://nic.cloud/policies.aspx.

nnnn. **.top Domains:** In the case of a ".top" registration, the following terms and conditions will apply:
    i. You agree to the .top domain name registry Policies located at http://www.nic.top/cn/policy.asp.

oooo. **.feedback Domains:** In the case of a ".feedback" registration, the following terms and conditions will apply:
    i. You agree to the Top Level Spectrum, LLC. Policies located at http://www.nic.feedback/registration-agreement/.

pppp. **.tube Domains:** In the case of a ".tube" registration, the following terms and conditions will apply:
    i. You agree to the Latin American Telecom LLC. Policies located at https://www.get.tube/terms.

qqqq. **.shop Domains:** In the case of a ".shop" registration, the following terms and conditions will apply:
    i. You agree to the GMO Registry, Inc. Policies located at http://nic.shop/policies/abuse_policy.pdf.

rrrr. **.storage Domains:** In the case of a ".storage" registration, the following terms and conditions will apply:
    i. You agree to the Self Storage Company, LLC Policies located at http://www.domains.storage/registry-policies/.

ssss. **.blog Domains:** In the case of a ".blog" registration, the following terms and conditions will apply:
    i. You agree to the Knock Knock Whois There Policies located at https://nic.blog/registry-policies-privacy/.

tttt. **.art Domains:** In the case of a ".art" registration, the following terms and conditions will apply:
    i. You agree to the UK Creative Ideas Ltd. Policies located at http://nic.art/wp-content/uploads/2017/01/DotART-Policies.pdf.

uuuu. **.travel Domains:** In the case of a ".travel" registration, the following terms and conditions will apply:
    i. You agree to the Tralliance Policies located at http://www.travel.travel/wp-content/uploads/2016/12/TravelPolicies2016.pdf.
    ii. Registrants must only be (or plan to be) a creator or provider of travel and tourism products, goods, services or content.
    iii. Registrant is required to provide a UIN number, which can be obtained at the registry here: http://www.travel.travel/resources/obtain-your-travel-uin.php.

SUPPORT FOR DNSSEC. We allow you to add DNSSEC on your domain upon request by relaying orders to add, remove or change public key material (e.g., DNSKEY or DS resource records) on your behalf to Registries operating under contract with ICANN that support DNSSEC.

The following fees apply to DNSSEC relay services:
- Add DNSSEC key material: $500 per transaction.
- Change DNSSEC key material: $500 per transaction.
- Remove DNSSEC key material: $0 per transaction.
    - Fees charged for DNSSEC support by registration service providers may differ.

ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.