

## Registration Agreement

### **Additional terms and conditions for the registration of domain names with the Top-Level-Domains listed in Clause 11 of this document.**

The registration of these domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and CentralNic Ltd. and the Registry Operators as listed in Clause 8 (together referred to as: "CentralNic") being the authoritative registry. These rules are incorporated into the registration agreement as follows:

1. The registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations including those that relate 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. Registrant is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law.
2. The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), the Registry Operator, CentralNic and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to the registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. The registrant shall not enter into any settlement or compromise of any such indemnifiable claim without united-domains AG's prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
3. All domains under these conditions are registered by united-domains AG as accredited registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
4. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at [www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm) and URS which can be found at

[newgtlds.icann.org/en/applicants/urs](http://newgtlds.icann.org/en/applicants/urs) and comply with the requirements set forth by CentralNic for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy.

ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited registrar shall implement any such revision speedily and these will become binding upon the registrant. Any revised version will be posted at: [www.icann.org/](http://www.icann.org/)

5. According to the technical standards and procedures of the internet the registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data, including personal data by CentralNic. and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and may possibly be published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible.  
Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.
6. Registrant warrants that notification equivalent to that described in Section 5 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the registrant, and that the registrant has obtained the consent equivalent to that referred to in Section 4, last paragraph, of any such third-party individuals.
7. If a registrant is collecting and maintaining sensitive health and financial data, they must comply with applicable laws on the provision of such services and including security measures applicable to that sector.
8. Registrant acknowledges that CentralNic will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
9. united-domains AG and CentralNic expressly reserve the right to deny, reject, revoke, suspend, delete, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, stipulations of this agreement, requests of law enforcement, in compliance with any dispute resolution process, to enforce ICANN and CentralNic Policies, or that is not accompanied by complete and accurate information, or to establish, assert, or defend the legal rights of united-domains AG, CentralNic or any third party, or to avoid any liability, civil or criminal, on the part of united-domains AG and/or CentralNic as well as their affiliates, subsidiaries, officers, directors and employees, or to correct mistakes made by united-domains AG or CentralNic. united-domains AG and CentralNic also reserve the right to freeze a domain during resolution of a dispute.
10. The Registrant of a .gay domain name warrants to comply with the .gay Rights Protections Policy which can be found at: <https://toplevel.design/policy>
11. Registry Operators for the Top-Level-Domains governed by this Agreement are as follows:

Top-Level-Domain	Registry Operator
.baby	XYZ.com LLC
.bar	Punto 2012 S.A.P.I. de C.V.
.college	XYZ.com LLC
.design	Top Level Design LLC
.dm	Commonwealth of Dominica
.fans	ZDNS INTERNATIONAL LIMITED.
.feedback	TopTop Level Spectrums Inc
.gay	Top Level Design LLC
.ink	Top Level Design LLC
.monster	XYZ.com LLC
.observer	Top Level Spectrum, Inc
.realty	Fegistry, LLC
.rent	XYZ.com LLC
.rest	Punto 2012 S.A.P.I. de C.V.
.storage	XYZ.com LLC
.theatre	XYZ.com LLC
.tickets	Accent Media Ltd
.wiki	Top Level Design LLC
.xyz	XYZ.com LLC

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