

Domain Name Registration Regulations for ICANN domains

1. These regulations apply to every registration of a domain name with a TLD that comes under the jurisdiction of ICANN and that is carried out on behalf of the registrant by The Registrar Company B.V., a The Netherlands corporation, with its principal place of business located at Theemsweg 73, 3201LT, Spijkenisse, The Netherlands (hereinafter referred to as: Registrar).

Contact information

2. The registrant is obliged to provide accurate and reliable contact information, including at least the full name, street name, house number, postal code, place of residence, e-mail addresses and telephone number. A fax number must be given if available. The registrant is obliged to report any changes to these details immediately and to correct any mistakes. The registrant is obliged to provide the above contact details for both a technical and administrative contact person.
3. Various contact profiles can be registered for domain names:

Domain name holder	-	The owner of the domain
Administrative contact	-	Contact profile for administrative matters
Technical contact	-	Contact profile for technical matters
Billing contact	-	Contact profile for invoicing
4. If the registration is made in the name of an organisation, cooperative, foundation or association, the registrant must give contact details, as referred to in Article 1, of a contact person who is authorised to represent the organisation.
5. Upon registration, the registrant must state the primary and secondary name servers for the domain names to be registered.
6. The Registrar may ask the registrant questions about the accuracy and reliability of the registered contact details. The registrant has 15 calendar days to respond to such questions.
7. The Registrar is entitled to terminate the domain registration if the registrant fails to comply with Article 5 and if the registrant deliberately provides incorrect or unreliable information.

8. It is the registrant's responsibility to provide his own contact details in accordance with the previous articles, even if the registrant intends to make the domain name available for use by another party.
9. If the registrant makes the domain name available for use by another party, the registrant is liable for any unlawful act or omission by that other party, unless the registrant immediately releases the contact information of the other party once the registrant has been able to identify any reasonable evidence of damage or losses for which liability would exist.

Restricted use of personal data

10. The Registrar uses the personal data provided by the registrant for domain name management purposes only. Upon registration, contact details are submitted to the relevant registry (Registry Operator, according to the ICANN definition), who will not publish these details. If the registrant has requested the registration through an authorised reseller, the reseller also has access to the contact details.
11. The registrant is obliged to provide all (contact) details referred to in Articles 1 to 4. Depending on the registry, additional personal data may be required.
12. The registrant can consult the personal data and change them if necessary by sending a request to the Registrar or, if applicable, to the authorised reseller.
13. The registrant agrees to the policy set out above with regard to his personal data.
14. The registrant guarantees that he is authorised to provide the personal data that are required to be provided by virtue of these regulations, and that all persons to whom the data relate have agreed with the personal data policy set out above.
15. The Registrar has taken adequate technical and organisational security measures in order to prevent the unauthorised processing of personal data and to protect personal data against loss, misuse, unauthorised access, distribution, changes or destruction.

No infringing domain names

16. The registrant guarantees that, in his honest opinion, the registration of the domain name will not infringe any third-party rights whatsoever.

Competent court

17. Unless a different court is exclusively competent by virtue of mandatory law, both the court in the court district of the Registrar and the court in the court district of the registrant can have jurisdiction in disputes concerning the use of the domain name.

Suspension, cancellation or transfer by ICANN

18. The registrant agrees that the registration of the domain name may be subject to suspension, cancellation or transfer by ICANN, on the basis of ICANN specifications or policies, or on the basis of the Registrar's failure to comply with them, with the objective of (1) remedying the registration mistakes of the Registrar or registry operator or (2) settling disputes about the domain name.

Obligations Related to Provision of Registrar Services by Third Parties.

19. Reseller must enter into written agreements with Registrar that enable Registrar to comply with and perform all of its obligations under this Agreement and the ICANN Registrar Accreditation Agreement.
20. Resellers do not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent themselves as Accredited by ICANN, unless they have written permission from ICANN to do so.
21. Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar.
22. Resellers needs to identify the sponsoring registrar upon inquiry from the customer.
23. Resellers may not offer any proxy services.
24. Resellers must offer customers a link to an ICANN webpage detailing registrant educational information: <http://www.icann.org/en/registrars/registrar-rights-responsibilities-en.htm>
Reseller shall provide a link to such webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders.
25. In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement Registrar will take steps to enforce this agreement with such Reseller so as to cure and prevent further instances of non-compliance.

26. Resellers shall publish on their website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification: <http://www.icann.org/en/resources/registrars/registrar-rights/benefits> and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law. Registrar will enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.

Provisions specific to .COM and .NET registrations

27. Registrant agrees to indemnify, defend and hold harmless the registrar and .COM .and NET Registry Operator, VeriSign, Inc., and its directors, officers, employees, agents, and affiliates 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.

Provisions specific to .JOBS registrations

28. Registrant agrees to indemnify, defend and hold harmless the registrar and .JOBS Registry Operator and its directors, officers, employees, agents, and affiliates 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.
29. Registrant agrees to (i) provide information regarding membership in a Human Resource Association, and the identity of any such association; (ii) to provide the URL of your existing company website; (iii) that Registrant has read, understood and agrees to be bound by the [.JOBS Registry-Registrant Agreement](#) (which is incorporated herein) as amended from time to time, the registrant eligibility requirements and the use restrictions; (iv) to abide by the [SHRM Code of Ethics](#) (which is incorporated herein); and (v) that the Registry Operator is an intended third-party beneficiary of this Agreement, with a right to enforce the terms and provisions contained herein.
30. Registrar and the .JOBS Registry Operator expressly reserve the right to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, without any notice thereto, in the event of non-compliance by the Registered Name Holder with any provision of this Agreement, the Registry-Registrant Agreement, the registrant eligibility requirements and the use restrictions including, but not limited to, submission or use of untruthful, incomplete or fraudulent registration information during the application process or subsequently thereto.

Provisions specific to .ASIA registrations

31. Registrant acknowledges and agrees to obey, comply with and be bound by any and all registry rules, policies, and agreements, and any and all updates, revisions and modifications thereto, for this ccTLD, which may be found on the Registry Operator's, DotAsia Organisation Limited ("DotAsia"), [website](#), and which are incorporated herein.

32. Registrant further acknowledges and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .ASIA Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy; (iv) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; (v) comply with the .ASIA Charter Eligibility Requirement; and (vi) submit to proceedings commenced under other dispute resolution policies as set forth by DotAsia 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 rights holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the .ASIA Registry.

33. Registrant 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 domain name in the event of a dispute or a challenge over your legal entitlement to or the ownership of the domain 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. Registrant agrees that it has obtained an agreement from the CED Contact that it shall remain the Operating Contact for all operations of the domain name, including but not limited to domain name transfer and updates.

34. Registrant agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

35. Registrar and the .ASIA Registry Operator expressly reserve the right to deny, cancel or transfer any registration that we deem necessary, in our discretion, to protect the integrity, security and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

36. Notwithstanding anything in this Agreement to the contrary, DotAsia 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 have vested and that DotAsia has relied on its third-party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the .ASIA top level domain. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Agreement.

Provisions specific to .MOBI registrations

37. Registrant shall: Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, 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, and this indemnification obligation survive the termination or expiration of the registration agreement;

38. Indemnify, defend and hold harmless Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, 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, and indemnification obligation survive the termination or expiration of the registration agreement;

39. Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, Afilias Technologies Ltd. ("dotmobi"), the Registry Operator of the dotmobi, 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 dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Registrar being a registrar for the dotmobi;

40. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement;

41. Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

42. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;
43. Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;
44. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");
45. Provide current, accurate and complete information in connection with its registration of the Domain Name and its creation, launch, and operation of the Website, including but not limited to information required for the purposes of the Whois records. Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name;
46. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period , and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration 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 made during the limited industry launch or over a Sunrise Registration;
47. Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://Afilias Technologies Ltd.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Agreement (formerly known as the dotMobi Auction Agreement) posted at <http://Afilias Technologies Ltd.mobi/node/1135>, which is incorporated by reference herein.

48. Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Agreement in accordance with the terms thereof, (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to Afilias Technologies Ltd and (ii) Afilias Technologies Ltd may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against Afilias Technologies Ltd and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person;
49. Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable 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 the Registry 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 the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute;
50. Acknowledge and agree that Registrant must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.dotmobi.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.dotmobi.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted;
51. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.

Provisions specific to .NU registrations

52. Registrant fully agrees with the .NU trade policy. This trade policy includes, but is not limited to the following requirements;

When submitting a trade request Registrant has to be able to send Registrar (i) a signed letter in which Registrant agrees with the trade, (ii) Registrants identification card/passport.

Provisions specific to .INFO registrations

53. Registrant acknowledge and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the .INFO Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

54. Registrant agree to indemnify, defend and hold harmless the .INFO Registry Operator, Afilias Limited, and its subcontractors, shareholders, directors, officers, employees, agents, and affiliates 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

55. Registrar and the .INFO Registry Operator expressly reserve the right to deny, cancel or transfer any registration, or place any domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, per the terms of the registration agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to freeze a domain name during resolution of a dispute.

Provisions specific to .ORG registrations

56. Registrant acknowledge and agrees to: (i) consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by the Registry Operator and its designees and agents; (ii) submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy; (iii) immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name; and (iv) acknowledge that the Registry Operator 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, the ability or inability of a registrant to obtain a Registered Name during these periods and the results of any dispute over a Sunrise Registration.

57. Registrant agrees to indemnify, defend and hold harmless the .ORG Registry Operator, Public Interest Registry, and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, 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. This indemnification requirement shall survive the termination or expiration of this Agreement.

58. Registrar and the Registry Operator expressly reserve the right to deny, cancel or transfer any registration or transaction, or place any registered domain name on registry lock, hold or similar status, that we deem necessary, in our discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, to avoid any liability, civil or criminal, on the part of us and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors, and employees, per the terms of this Agreement, or to correct mistakes made by Registry Operator or Registrar in connection with the domain name registration. Registrar and Registry Operator also reserve the right to place on registry lock, hold or similar status a domain name during resolution of a dispute.

Liability

59. The Registrar and registry are not liable for any damage or losses, of whatever nature, ensuing from or in connection with the registration of the domain name.

Settlement of domain name disputes

60. For the settlement of domain name disputes, the Registrar follows the Uniform Domain Name Dispute Resolution Policy on the ICANN website (www.icann.org/general/consensus-policies.htm), supplemented by the Dispute Resolution Procedure (<https://www.oxxa.com/media/pdf/Dispute-Policy-v2-en.pdf>)

Escrow

61. The Registrar limits the risk of loss and/or corruption of the data by backing it up locally every 24 hours and by ensuring that a prominent escrow service makes daily backups of all contact profiles, name server profiles and domain names.