

Registration Agreement

Additional terms and conditions for the registration of .US domains

The registration of .US domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and NeuStar, Inc. (NeuStar) 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 directly or indirectly used infringes the legal rights of any third party or any applicable laws and regulations.
The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), NeuStar and their respective subcontractors, and the members, shareholders, directors, 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, suits, actions, damages, liabilities, costs and expenses, including without limitation reasonable legal fees and costs and any other expenses arising out of or related to the registrant's domain name registration or the use of the domain by the registrant or by third parties with his consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. For the adjudication of disputes concerning or arising from use of the Registered Name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Registrar is located, and 3) the United States of America.
3. Registrant certifies that it meets the Nexus Requirements:
<http://www.neustar.us/the-ustld-nexus-requirements>
4. All .US 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.
5. For disputes over the rights to .us domains the United States Dispute Resolution Policy (usDRP) and the Nexus Dispute Policy ("NDP") identified on Registry's website apply. For a particular second-level domain additional dispute resolution policies and procedures to be implemented with respect to Registered Names in a particular second-level domain name space may be applicable; in that event there are additional policies and procedures, such policies and procedures shall supplement the dispute policies and procedures contained the usDRP and NDP only with respect to that particular second level domain.
6. 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 NeuStar 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 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.

7. Registrant warrants that notification equivalent to that described in Section 4 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.
8. A Registrant's willful or grossly negligent provision of inaccurate or unreliable information, its willful or grossly negligent failure promptly to update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the registrar and be a basis for cancellation of the Registered Name registration.
9. The Registrant agrees that its registration of the Registered Name shall be subject to suspension, deletion, cancellation, or transfer pursuant to any NeuStar adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with a NeuStar adopted specification or policy, (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of united-domains AG, NeuStar, as well as their affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) for violations of this usTLD Registrar Accreditation Agreement (including its Exhibits); (5) to correct mistakes made by NeuStar or any registrar in connection with a domain name registration or (6) to prevent the use of of a domain name used for the submission of unsolicited bulk e-mail, phishing, pharming, malware, bot-nets or other abuse or fraudulent purposes. In addition, the Registrant shall agree that the united-domains AG and NeuStar also reserves the right to freeze a domain name during resolution of a dispute either by: (i) rendering the domain name unresolvable; (ii) preventing the transfer of the domain name to another person, entity or registrar; or (iii) preventing any changes to the contact information associated with the domain name.