

## **Registration Agreement**

### **Additional terms and conditions for the registration of .CO domains**

The registration of .CO domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and .CO Internet S.A.S. being the authoritative Registry Operator. 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.  
The registrant shall (within thirty days of demand) indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), .CO Internet S.A.S. 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, damages, liabilities, costs and expenses, including reasonable attorney's 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. The Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. All .CO 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.
3. Registrant agrees that Registrant assumes all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any Website associated with the Registered Name.
4. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) has been developed by ICANN and adopted by all accredited registrars. All .CO domains are governed by this UDRP.

Registrant hereby agrees that all disputes on the rights to .CO domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the Uniform Domain Name Dispute Resolution Policy (UDRP) which can be found at [www.icann.org/resources/pages/help/dndr/udrp-en](http://www.icann.org/resources/pages/help/dndr/udrp-en) and comply with the requirements set forth by .CO Internet S.A.S. for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy.

ICANN reserves the right to modify the UDRP at any time. united-domains AG as accredited registrar shall implement any such revision speedily and these will become binding upon the registrant. The revised version will be posted at least thirty calendar days before it becomes effective under the URL: [www.icann.org/udrp/](http://www.icann.org/udrp/)

5. Registrant consents to the use, copying, distribution, publication, modification and other processing of Registrant's personal data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's published policies and/or ICANN policies. Registrant gives its prior, express and informed consent and authorization to Registry Operator to collect, store, use, share, process, transfer (including international transferring), market and/or disclose to third parties the following information, for the purpose of registration of the Registrant's domain name within the .CO TLD and, the Registry Database and Mirror Database/escrow File, the provisioning of the services in connection therewith, pursuant to the Registrar's and the Registry Operator's Privacy Policy, respectively, and to publish and otherwise disclose the following information in the WHOIS database and elsewhere:
  - (i) Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact.
  - (ii) Name, address, telephone number and email address of the Registrant's technical contact.
  - (iii) Dates related to the creation, last update and expiration of the Registered Name.
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 5 above, of any such third-party individuals.
7. united-domains AG and .CO Internet S.A.S., expressly reserve the right to deny, 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, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of united-domains AG and/or .CO Internet S.A.S. as well as their affiliates, subsidiaries, officers, directors and employees. united-domains AG and .CO Internet S.A.S. also reserve the right to freeze a domain during resolution of a dispute.
8. Registrant accepts that .CO Internet S.A.S. are entitled to, at any time, to verify (a) the truth, accuracy, and completeness of any information provided by the Registrant (the "Registrant Information"), whether directly, through any of the Registrar's of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. united-domains AG and the Registrant shall fully comply and cooperate with .CO Internet S.A.S. in connection with such verification and furnish all available documentation as .CO Internet S.A.S. may reasonably require to complete the verification.
9. Registrant acknowledges that it is prohibited to register or use the domain name for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable laws or any other abusive practices, including without limitation, to:
  - (i) Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
  - (ii) Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
  - (iii) Sell or distribute pharmaceuticals;

- (iv) Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting piracy or trademark or copyright infringement;
- (v) Impersonate any person or entity, or submit of information on behalf of any other person or entity, without their express prior written consent;
- (vi) Violate the privacy or publicity rights of any other person or entity;
- (vii) Promote or engage in any spam or other unsolicited bulk email;
- (viii) Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking.

Registrant accepts that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension or deletion of domain names.

10. Registrant agrees that the registration and exclusive and perpetual right of use and enjoyment for any Registered Name may be cancelled if .CO Internet S.A.S. or Registrar determines that Registrant has provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event Applicant violates any of the terms of the Registration Agreement.
11. Neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain shall be deemed an indication that .CO Internet S.A.S., Registrar or the Colombian Government has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive and perpetual right of use and enjoyment of the Registered Name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither .CO Internet S.A.S., Registrar nor the Colombian Government shall have any liability or responsibility arising therefrom.
12. Any disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and Registrar shall be governed by the laws of Colombia or the laws of the jurisdiction in which the principal office (or residence for individual Registrants) or place of organization/incorporation of either Registrar or Registrant is located. No other jurisdiction's laws may govern.
13. Registrant agrees that all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .CO TLD between Registrant and .CO Internet S.A.S. shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.
14. The Registrant acknowledges having read and understood and agrees 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:
  - (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;

(ii) The ICANN Transfer Policy, available at  
<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en> and  
(iii) Registry policies published by .CO Internet S.A.S., available at  
<http://www.go.co/partners/resources/registrar-policies>

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