Registration Agreement

Additional terms and conditions for the registration of .COM domains

The registration of .COM domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and Verisign, Inc. (Verisign) 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.

The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), Verisign, Inc. 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. This indemnification obligation shall survive the termination or expiration of the registration agreement.

- 2. All .COM 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. 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 .COM domains are governed by this UDRP.

Registrant hereby agrees that all disputes on the rights to .COM 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 <u>www.icann.org/resources/pages/help/dndr/udrp-en</u> and comply with the requirements set forth by Verisign, Inc. 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: <u>www.icann.org/udrp/</u>

 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 published policies and/or ICANN policies.

- 5. 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 uniteddomains AG by the Registrant, and that the Registrant has obtained the consent equivalent to that referred to in Section 4 above, of any such third-party individuals.
- 6. united-domains AG and Verisign, Inc., 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 Verisign, Inc. as well as their affiliates, subsidiaries, officers, directors and employees. united-domains AG and Verisign, Inc. also reserve the right to freeze a domain during resolution of a dispute.
- 7. Registrant accepts that Versign, Inc. 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 Versign, Inc. in connection with such verification and furnish all available documentation as Versign, Inc. may reasonably require to complete the verification.
- 8. Registrant acknowledges that it 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. 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.
- 9. united-domains AG and Versign, Inc. expressly reserve the right to deny, cancel, redirector transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1)to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2)to correct mistakes made by Verisign or any Registrar in connection with a domain name registration, (3)for the non-payment of fees to Verisign,(4) to protect against imminent and substantial threats to the security and stability of Registry TLD, System, Verisign's nameserver operationsor theinternet,(5) to ensure compliance withapplicable law, government rules or regulations,or pursuant to any legal order or subpoenaof any government, administrative or governmental authority, or court of competentjurisdiction,and/or (6) to stop or prevent any violations of any terms and conditions of this Agreement, the Operational Requirements,or pursuant to Verisign's Registry Agreement with ICANN.
- 10. 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

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(ii) The Transfer Dispute Resolution Policy, available at

http://www.icann.org/en/help/dndr/tdrp;

(iii) The Inter-Registrar Transfer Policy, available at

http://www.icann.org/en/resources/registrars/transfers/policy;

(iv) The Registration Restriction Dispute Resolution Policy, available at

https://www.icann.org/resources/pages/rrdrp-2010-02-15-en and (v) The Expired Domain Deletion Policy https://www.icann.org/resources/pages/registars/accreditation/eddp-en (vi) Registry policies published by Verisign, Inc.

April 2020