

3.10 Registrar's Registration Agreement and Domain Name Dispute Policy. Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder (“Registration Agreement”) which may be amended from time to time by Registrar. Registrar shall provide RO an active link to its Registration Agreement currently in effect, including any amendments thereto. Registrar shall include in its Registration Agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to RO under this Agreement. Registrar shall employ in its domain name registration business the Uniform Domain Name Dispute Resolution Policy and the Inter-Registrar Transfer Policy, each as adopted by the ICANN Board on 26 August 1999 and 7 November 2008 and as each may be amended from time to time, and submit to proceedings commenced under ICANN’s Uniform Rapid Suspension System (“URS”) under its related rules at <http://www.icann.org/en/help/dndr/udrp> and <http://newgtlds.icann.org/en/applicants/urs>, respectively. Registrar shall not include any terms in its Registration Agreement, which violate or undermine the Registry Agreement for each or any Included TLD. In its Registration Agreement with each Registered Name Holder for each or any Included TLD, Registrar agrees to Section 3.10 (a)-(j) and shall require each such Registered Name Holder to:

(a) acknowledge and agree that RO reserves the absolute right to deny, cancel, delete or 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 RO or any registrar in connection with a domain name registration, (3) for the non-payment of fees to RO, (4) to protect the integrity and stability of the Registry System; (5) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (6) to avoid any liability, civil or criminal, on the part of RO , as well as its affiliates, subsidiaries, officers, directors, and employees.

(b) comply with all applicable laws 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.

Registrar also agrees to notify registrants of the requirement to comply with all applicable laws at the time of registration.

- (c) acknowledge and agree that registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
- (d) warrant that no domain name registration within any Included TLD shall be used to distribute malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity and providing consequences for such activities including suspension of the domain name.
- (e) comply with all operational standards, procedures, practices and policies for the Included TLD including the Radix Acceptable Use and Anti-Abuse Policy (“AUP”) and all other applicable policies which will be available on the Radix website (www.radixregistry.com), established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN’s standards policies, procedures, and practices and RO’s Registry Agreement with ICANN for the Included TLD. Additional or revised RO operational standards, policies, procedures, and practices for the Included TLD shall be effective upon ninety (90) days notice by RO to Registrar unless mandated by ICANN with a shorter notice period.
- (f) consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents, including data escrow requirements in compliance with Section 3.17, or as specified by ICANN from time to time for new gTLDs.
- (g) expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and shall differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.
- (h) agree that registration, renewal and transfers fees for each Included TLD are variable.
- (i) be bound by the terms and conditions of the initial launch of the Included TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN’s rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush

period, including, without limitation: (a) the ability or inability of a registrant to obtain a domain name during these periods, and (b) the results of any dispute over a sunrise registration.

(j) indemnify, defend and hold harmless RO, RO's Registry Service Provider and its subcontractors, and its and their 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 in any way, for any reason whatsoever, to the Registered Name Holder's domain name registration, any breach of the Registration Agreement with Registrar and any use of the domain name. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement and this Agreement.

3.11 Non-Uniform Renewal Registration Pricing. Registrar shall clearly and conspicuously disclose in its Registration Agreement, which shall be expressly agreed to by Registrants, that the Included TLDs will have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ from other domain names in the same or other Included TLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).