

## Schedule 5

# Customer Registration Agreement

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### 1. INTELLECTUAL PROPERTY

The Customer:

- (a) must ensure that the Customer's Application for, and the possible subsequent registration and/or use of, the Domain Name will not infringe the Intellectual Property rights of any third party;
- (b) agrees and submits to proceedings commenced under all applicable ICANN dispute resolution policies or processes as established or amended by ICANN from time to time; and
- (c) must bear liability for any claims of infringement arising out of or relating to the Customer's registration or use of the Domain Name, and indemnifies the Registry Operator for any liability it may incur arising from such infringement.

### 2. GENERAL CUSTOMER OBLIGATIONS

The Customer expressly agrees to:

- (a) comply with the applicable Published Policies, and that the Published Policies may be modified, and agrees to comply with any such changes in the time period specified for compliance;
- (b) adhere to all ICANN Published Policies for which the Registry Operator has monitoring responsibility under the Registry Agreement or any other arrangement with ICANN;
- (c) adhere to all Registry Operator Published Policies as established from time to time;
- (d) adhere to any policies, rules or procedures applicable under the ICANN RPMs, submit to any proceedings brought in relation to the ICANN RPMs, and acknowledge any potential consequences of the ICANN RPMs including, but not limited to, the potential for a Domain Name to be locked pursuant to the Uniform Rapid Suspension rules;
- (e) the Registry Operator's and the Registrar's use of Personal Data;
- (f) and warrants that any consents procured in respect of the Personal Data for the purpose of the Customer Agreement have been procured lawfully; and
- (g) refrain from engaging in any of the Prohibited Activities and acknowledge that the consequences of such activities, which shall include suspension or deletion of the Domain Name.

### 3. CUSTOMER'S WARRANTY

The Customer represents and warrants that:

- (a) it has the authority to enter into the Customer Registration Agreement;
- (b) the information provided in relation to an Application, or a Domain Name, as the case may be, is current, complete, and accurate, and that the Customer agrees to correct and update the information to ensure that it remains current, complete, and accurate; and
- (c) in the event that any registration information provided in relation to an Application, or a Domain Name, changes the Customer will correct and update that information immediately.

### 4. CUSTOMER ACKNOWLEDGEMENTS

The Customer expressly agrees and acknowledges:

- (a) an Application for a Domain Name may not result in the Domain Name being Allocated to the Customer;
- (b) certain domain names may not be available as a result of being reserved by the Registry Operator or otherwise Allocated in accordance with the Published Policies;
- (c) from time to time the Registry Operator may identify certain domain names to be reserved, and may release such domain names subject to the Published Policies;
- (d) during the periods and under the circumstances identified in the Published Policies, multiple Applications for the same Domain Name may be accepted, and that those Applications may be subject to the Special Allocation Procedure described in relation to that period or circumstance;
- (e) where a Special Allocation Procedure exists, the Customer must pay any fees and undertake any further steps that may be required in order to complete the process of registering the Domain Name;
- (f) the Registry Operator may prevent a Customer from making an Application and registering or renewing a Domain Name where that Customer has been found to be in breach of the Published Policies;
- (g) that the Registry Operator reserves the right to deny any Application, or cancel, lock, place on hold, transfer or delete any Domain Name that it deems necessary, in its sole discretion:
  - (i) to protect the integrity and stability of the Registry System;

- (ii) to comply with its obligations as a Registry Operator;
- (iii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- (iv) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors;
- (v) to ensure compliance with the Published Policies;
- (vi) to stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;
- (vii) for the non-payment to the Registry Operator of any fee; or
- (viii) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an Application or a domain name.

## 5. FEES

The Customer expressly agrees and acknowledges:

- (a) the price presented by the Registrar to the Customer for:
  - (i) the Application;
  - (ii) fulfilling any TMCH Requirements;
  - (iii) the Allocation of a Domain Name;
  - (iv) any premium associated with a Domain Name;
  - (v) creation of the Domain Name;
  - (vi) renewal of the Domain Name; or
  - (vii) any other fees that may be associated with the Domain Name;.
- (b) that the price for the creation of a Domain Name may be greater than or less than the price for the renewal of that Domain Name; and
- (c) that no refund will be provided for the Customer's failure to check or understand the fees.

## 6. INDEMNITY

THE CUSTOMER INDEMNIFIES AND KEEPS THE REGISTRY OPERATOR (INCLUDING ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS) FULLY INDEMNIFIED FROM AND AGAINST ALL SUITS, ACTIONS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES THAT MAY BE MADE OR BROUGHT AGAINST OR SUFFERED OR INCURRED BY THE REGISTRY OPERATOR ARISING OUT OF OR IN CONNECTION IN ANY WAY WITH A BREACH OF THE CUSTOMER REGISTRATION AGREEMENT BY THE CUSTOMER.

## 7. ADDITIONAL CUSTOMER OBLIGATIONS FOR SPECIAL ALLOCATION PROCEDURES

The Customer acknowledges that:

- (a) contact may be made by the Registry Operator or its service providers in relation to an Application; and
- (b) pursuant to the Registry Operator Published Polices, failing to provide sufficient information in order to undertake any verification of an Application that the Application may be discontinued.

## Schedule 6

### Special Allocation Procedure

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#### 1. DEFINITIONS

In this Schedule, unless the contrary intention appears:

**TMCH Periods** mean the Sunrise Period, the Claims Period and, where applicable, any Limited Registration Period and any period during which the Sunrise Services and the Claims Services apply, as those terms are defined in the TMCH Requirements and the Published Policies.

**TMCH Services** mean the Sunrise Services and the Claims Services, as those terms are defined in the TMCH Requirements.

#### 2. TMCH PERIODS

- (a) The availability of Domain Names during the TMCH Periods is subject to the TMCH Requirements.
- (b) Notwithstanding anything in this Agreement, the Registrar acknowledges and agrees that the Registry operator will not accept a Claims Registration (as that term is defined in the TMCH Requirements) unless the Registrar has completed integration testing, pursuant to the TMCH Requirements; and
- (c) The Registrar acknowledges that Applications for and Allocation of Domain Names during TMCH Periods:
  - (i) may not be on a first-come, first served basis; and
  - (ii) is at all times subject to the TMCH Requirements and the Published Policies.

#### 3. PREMIUM NAME ALLOCATION

- (a) The Registry Operator will give reasonable notice to the Registrar of the commencement date and any applicable time frames in relation to the release of any Premium Name(s); and
- (b) The Release of any Premium Name(s) and Applications for and Allocation of a Premium Name will be subject to the Published Policies.