

REGISTRATION POLICIES AND ACCEPTABLE USE

DEFINITIONS

"Registered Name" means a domain name within the domain of the Uniregistry TLDs with which Uniregistry or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

"Registered Name Holder" means the person or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.

REGISTRATION POLICIES AND ACCEPTABLE USES

- As a Registered Name Holder, you are prohibited in the use of your Registered Name 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, and providing (consistent with applicable law and any related procedures), and the consequences for such activities include suspension of your registered domain name.
- 2. As a Registered Name Holder you: (a) acknowledge and agree that Uniregistry reserves the right to deny, cancel 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: (i) to correct mistakes made by Uniregistry or any Registrar in connection with a domain name registration, or (ii) for the non-payment of fees to Uniregistry; and (b) indemnify, defend and hold harmless Uniregistry 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 to, for any reason whatsoever, the Registered Name Holder's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.
- 3. As a Registered Name Holder, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.
- 4. As a Registered Name Holder, you are required to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), as adopted by the ICANN Board of Directors on



August 26, 1999; and (ii) the Inter-Registrar Transfer Policy, as adopted by the ICANN Board of Directors on November 12, 2004; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Uniregistry, Registrar or Registered Names Holders.

- 5. Registered Names allocated to Registered Names Holders during any Uniregistry Sunrise Period are non-transferrable for the first ten (10) years after registration.
- 6. For the .SEXY top-level domain, the Registered Names Holder shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to http://example.sexy or http://example.sexy or http://www.example.sexy. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.