

Terms to be included in Registrar/Registrant agreement (the “Agreement”):

*[Note: The following terms and conditions to be included in each contract between an ICANN accredited registrar and a registrant may be prior to Limited Launch to reflect system build, etc.]*

Definitions: Capitalized terms will be defined in a link

The following additional terms and conditions apply to registrations in the .XXX TLD.

1. By registering a [Domain Name](#), [Registrant](#) represents and warrants: It is either an [Authorized Proxy Service](#) or a business, entity, individual, or organization that: (i) has voluntarily determined that a system of self-identification would be beneficial, and (ii) has voluntarily agreed to comply with all [IFFOR Policies](#) and [Best Practices Guidelines](#), as published from time to time on the [IFFOR web site](#); and (ii) either:
  - Provides online, sexually-oriented adult entertainment (“Online Adult Entertainment”) intended for consenting adults or for other community members (“Providers”);
  - Represents Providers (“Representatives”); or
  - Provides products or services to Providers and Representatives (“Service Providers”).
2. If registrant is a Provider, Representative, or Service Provider, in registering this name in the .XXX TLD, Registrant represents and warrants that it has used a [Verification Credential](#) acquired directly from ICM Registry or an ICM-Authorized Authentication Provider in connection with the ICM Verification Process, as set forth on the ICM Registry website at [www.ICM.xxx](#).
3. If Registrant is an Authorized Proxy Service, Registrant represents and warrants it has authenticated the Provider, Representative, or Service Provider that provided the Verification Credential in connection with the registration of the Domain Name, in accordance with the provisions of the [Authorized Proxy Service Agreement](#).
4. Registrant acknowledges and agrees to abide by all [sTLD Policies](#), including all [ICM Policies](#), the [ICM Policy on Preventing Abusive Registrations](#), [IFFOR Policies](#), including the [Baseline Policies](#), and [IFFOR Best Practices Guidelines](#) as set forth on the [ICM website](#) at [www.ICM.xxx](#), and as may be modified, amended, or supplemented from time to time. Registrant specifically acknowledges and agrees that the sTLD Policies may be modified by ICM, and it will promptly comply with any such changes posted on the Website in the period specified for compliance.
5. Registrant agrees to comply with applicable [ICANN](#) requirements, standards, policies, procedures, and practices for which ICM has monitoring responsibility in accordance with the [Registry Agreement](#) or other arrangement with ICANN.
6. Registrant represents and warrants that it has provided current, accurate and complete information in connection with its registration of the Domain Name and its creation, launch, and operation, including but not limited to information required for the purposes of the Whois records. Registrant agrees to immediately correct and update the registration information for the Domain Name during the registration term for the Domain Name. Registrant further

consents to the use, copying, distribution, publication, modification and other processing of all such information by Registry Operator as necessary to process the registration for the Domain Name, operate the .XXX TLD, and comply with its obligations under law and the Registry Agreement.

7. Registrant agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("[UDRP](#)");
8. Registrant agrees to submit to proceedings commenced under ICM's Policy on Preventing Abusive Registrations, as posted on the Website, including ICM's [Rapid Takedown Process](#).
9. Registrant acknowledges and agrees to be bound by the terms and conditions of the initial launch and general operations of the .xxx TLD, including as applicable to the Registrant and including, without limitation, the [Start Up Trademark Opposition Process](#), [the Limited Launch](#), the [Premium Name Allocation Process](#), and general registration.
10. Registrant acknowledges and agrees that if the Domain Name is a [Premium Name](#), then use of the Domain Name is also subject to the terms and conditions of the [ICM Premium Name Agreement](#), which is incorporated by reference herein. Registrant further acknowledges and agrees that upon termination or expiration of the Premium Name Agreement in accordance with the terms thereof: (i) any and all rights of Registrant to the Domain Name, the Verification Credential, and/or to create, launch, and/or operate the a website using the Domain Name shall be terminated, and all such rights shall revert to Registry Operator, and Registry Operator may offer right to the Domain Name, the Registration Code to any entity or person in its sole discretion, and Registrant shall have no rights or recourse against Registry Operator, Registry Service Provider, IFFOR, ICANN, and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code for the Domain Name by any other such entity or person.
11. Registrant acknowledges and agrees that the Registry Operator and [Registry Services Provider](#), acting at the direction of the Registry, reserve the right to deny, cancel or transfer any Domain Name registration that it deems necessary, in its discretion: (i) to enforce this Agreement, the Verification Agreement, and all sTLD Policies in accordance with the [Registrant Disqualification Policy](#) as amended from time to time; (ii) to protect the integrity and stability of the registry; (iii) to comply with all applicable laws, regulations, or requirements; (iv) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; or (iv) to correct mistakes made by the Registry Operator or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Domain Name during resolution of a dispute.
12. Registrant acknowledges and agrees that Registry Operator, Registry Service Provider, and IFFOR shall have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Start Up Trademark Opposition Process, the Limited Launch, the Premium Name Allocation Process, and General Registration including, without limitation: (a) the ability or inability of a registrant to obtain a domain name in the .XXX TLD during these periods, and (b) the results of any dispute arising in connection with any of those periods.

13. Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator and IFFOR, and their respective directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Domain Name and/or its use. This indemnification obligation shall survive the termination or expiration of the registration agreement.
14. This Agreement and its interpretation and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of New York.
15. Registrant acknowledges and agrees that notwithstanding anything in this Agreement to the contrary, Registry Operator is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of Registry Operator have vested and that Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to [Registrar's name] \_\_\_\_\_ being a registrar for the .XXX TLD. Additionally, the third party beneficiary rights of Registry Operator shall survive any termination or expiration of this Agreement.