

Terms to be included in Verification System Agreement (the "Agreement"):

[Note: The following terms and conditions to be included in each contract between ICM and any party seeking to use the Verification Service and may be modified prior launch of the Verification Service to reflect system build, etc.]

Definitions: Capitalized terms will be defined in a link

The following additional terms and conditions apply to use of the ICM Registry Verification Service as required to register a domain name in the .XXX TLD.

1. By submitting a request for Verification as a Member of the Sponsored Community for the .XXX TLD (a "Verification Request"), [You](#) represent and warrant that: You are a business, entity, individual, or organization that (i) 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:
 - Provide online, sexually-oriented adult entertainment ("Online Adult Entertainment") intended for consenting adults or for other community members ("Providers"); or
 - Represent Providers ("Representatives"); or
 - Provide products or services to Providers and Representatives ("Service Providers").
2. By submitting this Verification Request, You represent and warrant that You will use any [Verification Credential](#) issued to You for purposes of registering a domain name in the .XXX TLD (the "[Doman Name](#)"), and for no other purpose. You represent and warrant that You will not rent, sell, trade, or permit anyone else to use the Verification Credential for any reason, unless for the purpose of utilizing an [Authorized Proxy Service](#) provider to register a Domain Name that You will operate. You acknowledge and agree that You and not ICM Registry or IFFOR shall be responsible for use of Your Verification Credentials in connection with the registration of a Domain Name in the .XXX TLD.
3. You represent and warrant that You are providing current, accurate and complete information in connection with this Verification Request. You agree to immediately correct and update the information submitted in this Verification Request for so long as You possess Verification Credentials.

You acknowledge and agree that ICM Registry may use information you submit in connection with this Verification Request as reasonably necessary to permit You to register one or more Domain Names in the .XXX TLD and to comply with its obligations under law and the Registry Agreement. You acknowledge and agree that ICM Registry may re-verify this information from time to time.
4. In connection with use of any Verification Credentials to register a Domain Name in the .XXX TLD, You agree 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.

- 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 IFFOR website at www.iffor.org, and 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 You will promptly comply with any such changes posted on the Website in the period specified for compliance.
 - submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("[UDRP](#)").
 - submit to proceedings commenced under ICM's Policy on Preventing Abusive Registrations, as posted on the Website, including ICM's [Rapid Takedown Process](#).
 - 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.
5. In connection with any use of the Verification Credentials to register a Premium Name, you acknowledge and agree that 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.

You further acknowledge and agree 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 website using the Domain Name shall be terminated, and all such rights shall revert to Registry Operator, and Registry Operator may offer the right to the Domain Name and 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.

6. You acknowledge and agree that the Registry Operator and Registry Services Provider, acting at the direction of the Registry Operator, 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 ICM Registrant 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.
7. You acknowledge and agree 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.

8. You agree 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 use of the Verification Credential by You or anyone and/or any Domain Name registered using Your Verification Credentials. This indemnification obligation shall survive the termination or expiration of the registration agreement.
9. 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.