Registration Agreement

This Registration Agreement contains additional terms and conditions for the registration of .nyc domain names.

The registration of these Top-Level Domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and The City of New York and its subsidiaries (together referred to as: "The City of New York ") being the authoritative Registry. The Registrar ("united-domains AG") and the Registrant ("You") acknowledge and accept that these rules are incorporated into this Registration Agreement as follows:

1. The Registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.

2. The Registrant shall (within 30 days of demand) indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), The City of New York and their respective contractors, service providers, and the members, shareholders, directors, managers, each of their owners, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses (including on appeal) arising out of or related to the registrant's domain name registration, including , without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration or the use of the domain. The registrant shall not enter into any settlement or compromise of any such indemnifiable claim without united-domains AG's prior written consent, which consent shall not be unreasonably withheld and this entire indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

3. All domains under these conditions are registered by united-domains AG as accredited Registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, Registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.

4. Registrant agrees to adhere and 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.

5. Registrant understands and accepts that if it is collecting and maintaining sensitive health and financial data, the Registrant must comply with applicable laws on the provision of such services and all security measures applicable to that sector.

6. Registrant agrees to adhere to the Operational standards, policies, procedures, and practices for the The City of New York TLD as set forth in the Registry Agreement and as established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN.

7. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited Registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at https://www.icann.org/resources/pages/policy-2012-02-25-enand URS which can be found at newgtlds.icann.org/en/applicants/urs and comply with the requirements set forth by The City of New York for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited Registrar shall implement any such revision speedily and these will become binding upon the Registrant. Any revised version will be posted at:www.icann.org/.

8. According to the technical standards and procedures of the internet the Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data including personal data by The City of New York and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible. Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.

9. Registrant warrants that notification equivalent to that described in Section 8 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the Registrant, and that the Registrant has obtained the consent equivalent to that referred to in Section 8 above, of any such third-party individuals.

10. Registrant accepts that The City of New York are entitled to, at any time, to verify (a) the truth, accuracy, and completeness of any information provided by the Registrant (the "Registrant Information"), whether directly, through any of the Registrar's of record or otherwise; and (b) the compliance by the Registrant with the applicable Registry Policies. united-domains AG and the Registrant shall fully comply and cooperate with The City of New York in connection with such verification and furnish all available documentation as The City of New York may reasonably require to complete the verification.

11. Registrant acknowledges that it is prohibited 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. Registrant accepts that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension or deletion of domain names.

12. The Registrant agrees to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearing house and any Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.

13. united-domains AG and The City of New York expressly reserve the right to deny, reject, cancel, delete or transfer any registration or transaction, or place any domain name(s) or other transactions or registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the The City of New York TLD registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of The City of New York , as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation any exhibits, attachments, or schedules hereto; and (e) to correct mistakes made by The City of New York or any Registrar in connection with a domain name registration. united-domains AG and The City of New York also reserve the right to place a domain name on registry hold, registry lock, or similar status during the resolution of a dispute.

14. united-domains AG reserves the right to amend the terms of this Registration Agreement from time to time or to add alternative forms of Registration Agreement. united-domains AG shall provide The City of New York with an active link to its Registration Agreement currently in effect, including any amendments or alternative forms thereto.

15. Registrant shall submit to proceedings commenced under other dispute policies as set forth by Registry from time to time, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Registry System for the TLD.

16. When registering a domain name under The City of New York Registrant irrevocably accepts the Registry's registration guidelines, vis-à-vis the Registrar's responsible for the registration, and agrees to also comply with them in the future.

17. Registrants agrees and acknowledges that every natural person, legal entity, organisation or public authority is entitled to register and use a domain under The City of New York TLD, provided they have lawful connection to the City. Eligible members are those with a place of Business or residents in all of the Boroughs of New York which are:

   a. Brooklyn
   b. Manhattan
   c. The Bronx
   d. Queens
   e. Staten Island

18. By registering a name in the .nyc top-level domain (.NYC), the Registrant represents and warrants that it will not use that registration for any illegal purposes, including without limitation, to:

    a. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;

    b. Illegally sell or distribute pharmaceuticals;

    c. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;

    d. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;

    e. Violate the privacy or publicity rights of any other person or entity;

    f. Promote or engage in any spam or other unsolicited bulk email;

    g. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;

    h. Interfere with the operation of .NYC or services offered by the .NYC Registry Operator; or

    i. Otherwise engage in activity that is contrary to applicable U.S., State or local law or .nyc Policies.

19. By registering a name in .NYC:

    a. The Registrant represents and warrants that it has provided current, complete, and accurate information in connection with its Registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. The Registrant's obligation to provide current, accurate, and complete information is a material element of this Agreement, and the .NYC Registry Operator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole discretion, that the information is materially inaccurate;

    b. The Registrant consents to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the .NYC Privacy Policy posted on the .NYC website at www.nic.nyc;

20. By registering a name in the .NYC:

    a. The Registrant acknowledges and agrees to abide by all .NYC Policies set forth on the .NYC website at www.nic.nyc. The Registrant specifically acknowledges and agrees that the .NYC Policies may be modified by the .NYC Registry Operator, and agree to comply with any such changes in the time period specified for compliance;

    b. The Registrant acknowledges and agrees that the .NYC Registry Operator reserves the right to disqualify it or its agents from making or maintaining any Registrations or Reservations in the .NYC if the Registrant is found to have repeatedly engaged in abusive registrations, in the .NYC Registry Operator's sole discretion;

    c. .NYC Administrator 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, that it deems necessary, in its discretion if it reasonably concludes that

the domain name is being used in a manner that appears to (i) conflict with this Policy, (ii) threaten the stability, integrity or security of the .NYC TLD, the DNS or the global Internet, or any of its registrar partners and/or (iii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.

d. The Registrant acknowledges and agrees that the .NYC Registry Operator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the .NYC Administrator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on regist ry lock, hold or similar status, that it deems necessary, in its discretion:

- to enforce .NYC Policies, as amended from time to time;
- to protect the integrity and stability of the .NYC Registry Operator, its operations, and the .NYC;
- to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the .NYC Registry Operator or you;
- to establish, assert, or defend the legal rights of the .NYC Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the NYC Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
- to respond to violations of this policy;
- to correct mistakes made by the .NYC Registry Operator or any Registrar in connection with a Registration or Reservation; or .nyc Registry Registrar Agreement Execution Copy 4/14
- as otherwise provided herein.

e. The Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless the .NYC Registry Operator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, 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 Registrant's use, operation, Registration of any name and/or website in the .NYC.

The Registrant agrees that .NYC Registry Operator reserves the right to modify, change, or discontinue any aspect of its services, agreements, or this Acceptable Use Policy.

21. The Registrants agrees to comply with the .nyc Nexus and Acceptable Use Policies. All the policies can be located at http://www.ownit.nyc/nyc_acceptable_use_policy.

22. The Registrants agree to remain compliant with all the applicable Nexus Category for the entire period of such domain name's registration by the Registrant. The Registrant must also certify that they satisfy the Nexus Policies.

23. The Registrant agrees that they are compliant with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. Information on the compliance with the City tax laws can be found on the City of New York Department website (currently at www.nyc.gov/finance).

24. Registrant agrees not to license, sub-delegate or otherwise transfer .NYC domain names to third parties that fails to meet the requirements of the Nexus Policy.