<u>**Exhibit A**</u>

Registry Terms and Conditions

Registry Terms and Conditions

to the Donuts Inc. Registry-Registrar Agreement

Table of Contents

1.0   General Provisions

1.1   Scope and Applicability

These Terms and Conditions to the Donuts Inc. Registry-Registrar Agreement (these "Terms and Conditions"), together with the Registry-Registry Agreement and Registry Policies that are incorporated by reference, set forth the general terms of use, rules, processes, and procedures governing the Application and Registration of Domain Names in the TLDs listed in Schedule 1 . Unique provisions specific to some   TLDs can be located   in Schedule 2 .

The Registry, as defined below, in its sole discretion may amend the Terms and Conditions and Registry Policies from time to time.

1.2   Defined Terms

- **Add Grace Period** means the five calendar-day period of time following a Registration in which such Registration may be reversed and a credit may be issued to a Registrar.

- **Applicant** means a natural person, company, or organization submitting an Application for a Registration or a DPML Block.

- **Application** means a complete, technically correct request for a Domain Name Registration made with the Registry, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a Registrar.

- **Auction** means the auction to determine the prevailing Registrant when more than one Applicant submits an Application for the identical Domain Name.

- **Auction Provider** means the auction provider(s) published on the Registry Website, which may vary.

- **Auction Rules** are the terms and conditions published by the Auction Provider on the Registry Website.

- **AUP** means the Registry's policy regarding anti-abuse and acceptable use of its Services, as may be amended from time to time, located at the Registry Website.

- **Available Domain Names** means a Domain Name that is not already registered or a Reserved Domain Name.

- **Claims Notice** means the timeframe when Registrars must present notice to Applicants that their proposed Registration matches an entry, typically a trademark, in the TMCH.

- **Confidential Information** means any non-public information that relates to the actual or anticipated business, research, or development of the Registry and any proprietary information, trade secrets, and know-how of the Registry that is disclosed to Registrar by the Registry, directly or indirectly, in writing, orally, or by inspection or observation of

tangible items. Confidential Information includes, but is not limited to, the Terms and Conditions, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information.

- **DNS** means the Domain Name System.

- **Domain Name** means domain name in and maintained by the Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").

- **Donuts** means Donuts Inc. and its affiliates, including the Registry.

- **Donuts Basic Access** means access to the Sunrise and General Availability Services.

- **Donuts Full Access** means access to the DPML Block, Sunrise, Early Access, General Availability, and Name Ratings Services.

- **DPML or Domain Protected Marks List** means the service that blocks certain SLDs from Registration across Donuts TLDs pursuant to the DPML Terms and Conditions.

- **DPML Access** means access to the DPML service.

- **DPML Application** means an Application for a DPML Block.

- **DPML Block** means the block, upon certain terms and conditions, preventing the Registration of a SLD across all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").

- **DPML Only Access** means access to only the DPML Block Service, as noted in Table 1.3.1.

- **DPML Registrar** means an entity authorized by Donuts to sell DPML Blocks on its behalf.

- **Early Access Program** means the Service allowing Registrars to register Domain Names during the first days of General Availability as specified in the Timeline.

- **Early Access Program Fee** means the non-refundable and one-time fee charged by the Registry to the Registrar for each Registration made during the Early Access Program.

- **General Availability** means the timeframe in the Timeline during which Domain Names are generally available for registration by eligible Registrants.

- **ICANN** means the Internet Corporation for Assigned Names and Numbers.

- **ICANN Requirements** means all applicable ICANN policies, including the Registry Agreement.

- **IDN** means Internationalized Domain Name.

- **Name Ratings** means the Registry's categorization of Premium Name prices for Domain Names.

- **Override** means, consistent with certain terms and conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied-for Domain Name.

- **Payment Balance** has the meaning ascribed in the Registry-Registrar Agreement.

- **Premium Name** is a Domain Name designated by the Registry, in its sole discretion, for non-standard pricing.

- **Registered Name** means a Domain Name that has been registered in and is maintained by the Registry.

- **Registrant** means the Registered Name holder.

- **Registrant Information** means the registrant data collected by Registrar and transferred to the Registry.

- **Registrar** means a Domain Name registrar sponsoring an Applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

- **Registration** means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by the Registry in accordance with the Terms and Conditions and the Registry-Registrar Agreement.

- **Registration Agreement** has the meaning ascribed in Section 7 of these Terms and Conditions

- **Registration Fee** means the per annum fee charged by the Registry to the Registrar for the Registration of a Domain Name.

- **Registration Period** means the length of time a Domain Name is registered.

- **Registry** means all registry operators listed in Schedule A as they relate to the applicable TLDs that are governed by these Terms and Conditions.

- **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.

- **Registry Policies** means the rules, protocols, policies or procedures, including without limitation the Terms and Conditions and the Registry-Registrar Agreement, adopted and/or amended from time to time by the Registry.

- **Registry-Registrar Agreement** is the agreement between the Registry and Registrars, as amended from time to time.

- **Registry Website** means donuts.domains or any other URL directed from such website.

- **RFC** means the Request For Comment specifications located at www.ietf.org.

- **Reserved Domain Name** means a Domain Name that has been set aside by the Registry pursuant to Section 1.6.

- **Restricted Person** means person or entity that (i) is, or is owned or controlled by a person or entity that is, designated on sanctions list maintained by the United Nations or United States (including without limitation the U.S. Department of the Treasury Office of Foreign Assets Control), or (ii) located in or organized under the laws of a jurisdiction that is subject to comprehensive U.S. sanctions.

- **Restricted Threshold** has the meaning ascribed in the Registry-Registrar Agreement.

- **Second Level Domain or SLD** means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).

- **Service** is a service offered by the Registry to Registrars (e.g., Sunrise Registrations).

- **SMD File** is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.

- **Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks.

- **Standard Name** means the most common type of Domain Name made available by the Registry on a first-come, first-served basis.

- **String** means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity, this includes Punycode conversions of IDNs.

- **Sunrise** means the period noted in Section 1.4 in which only holders of SMD Files may submit Sunrise Applications.

- **Sunrise Application** means the non-transferrable Application for a Domain Name made during Sunrise.

- **Sunrise Participation Fee** is the non-refundable and one-time fee charged by the Registry to the Registrar for a Sunrise Application.

- **Sunrise Registration** means a Domain Name Registration resulting from an approved Sunrise Application.

- **Terms and Conditions** means this document, including the annexes and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time.

- **Timeline** means the graphic representation of the Services in Section 1.4.

- **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

- **TMCH Guidelines** means the then effective guidelines found at http://www.trademark-clearinghouse.com.

- **TLD** means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD).

- **UDRP** means ICANN's Uniform Dispute Resolution Process, as applied and amended.

- **URS** means ICANN's Uniform Rapid Suspension System.

- **WHOIS** means the query/response protocol used to provide identifying information regarding Registrants on the Internet.

- **WIPO** means the World Intellectual Property Organization.

> **Please note**: ICANN has also provided an industry acronym helper found at: http://gnso.icann.org/en/acronyms.html

1.3   Access

Three types of access are available:

a) Donuts Basic Access
b) Donuts Full Access
c) DPML Only Access

1.3.1   Service Menu

Service	Full Access	Basic Access	DPML Only Access
Standard Name Registrations	⊙	⊙	
Sunrise	⊙	⊙*	
Early Access Program	⊙		
Name Ratings	⊙		
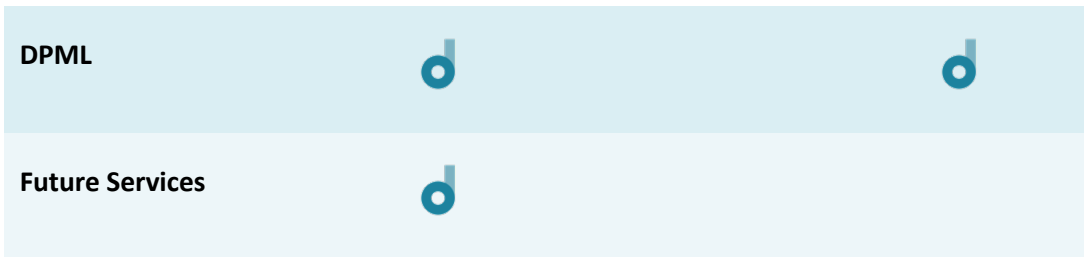
DPML		
Future Services		

1.4   Timeline

The dates and periods listed below are subject to change. All such changes to the Timeline for the TLDs listed in Schedule A will be posted on the Registry Website.

Table 1.4   Timeline

Action	Time
Open Sunrise	Day 1
Close Sunrise	Day 60
Rest period	Day 61-62
General Availability: Claims Notice begins	Day 63
General Availability: Early Access Program	Day 65-71
General Availability: universal access	Day 72 onward
Claims Notice ends	Day 153

1.5   Services

The Registry offers the following services according to the Timeline listed above:

1.5.1   General Availability

During General Availability, unless otherwise indicated by the Registry, Available Domain Names may be registered on a first-come, first-served basis.

1.5.2   Sunrise

During Sunrise, Registrars sponsoring Applicants with one or more SMD Files have exclusive access to submit Applications for Registrations in yearly increments from one (1) to ten (10) years. If more than one Applicant submits a Sunrise Application for the identical Domain Name, the prevailing Registrant will be determined by an auction process, described at the Registry Website.

1.5.3   Early Access Program

During the Early Access Program, which typically occurs during the first few days of General Availability, Registrars may purchase Available Domain Name Registrations by paying an Early Access Program Fee for each Domain Name.

> **Please note**: Only those Registrars participating in Donuts Full Access will have access to the SRS to register Domain Names during the Early Access Program. Among participating Registrars in the Early Access Program, Domain Names will be available for Registration on a first-come, first-served basis.

1.5.4   Name Ratings

At any time, including Sunrise, Early Access Program, and General Availability, certain Domain Names will have non-standard pricing. These Domain Names, called Premium Names, may be registered by Registrars participating in Donuts Full Access.

1.5.5   DPML Blocks

Eligible Registrars sponsoring Applicants with one or more SMD Files may generally purchase directly a DPML Block across all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect . DPML Blocks are available initially for a one (1) to ten (10) year period and then may be renewed for up to a maximum DPML Block period of ten (10) years.

> Please see **Schedule 4** for the terms of use, rules, processes, and procedures governing DPML Blocks, which Donuts may change at any time.

1.6   Reserved Domain Names

The Registry may permanently or temporarily reserve at any time from Registration, including, without limitation, Domain Names:

a)   Reserved for operations and other purposes, including without limitation certain Premium Names, which the Registry may change from time to time;

b)   Reserved or restricted to comply with ICANN Requirements, including those reserved for certain third parties; or

c)   Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

2.0   General Availability

During General Availability, Applications for Registration of Domain Names will be processed and allocated by the Registry through Registrars on a first-come, first-served basis, subject to the Registry Policies and ICANN Requirements. Unless otherwise indicated by the Registry in writing, all Available Domain Names will be open for such Registration.

2.1 Registration of Domain Names

A Registrar sponsoring an Applicant can submit an Application for Registration, or may modify a Registration on behalf of the Domain Name holder.

2.1.1 Registration Creation

The Registry will create or modify a Registration when:

a) The Domain Name meets the criteria set out in 2.1.2 below;

b) The Domain Name and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;

c) The Domain Name is an Available Domain Name;

d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and

e) The Registrar has appropriate access (i.e., Donuts Basic Access or Donuts Full Access).

2.1.2 Registration Requirements

The Registry will not accept an Application for a Registration unless the applied-for Domain Name meets the requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

b) The SLD cannot begin or end with a hyphen;

c) IDNs must be in the languages Donuts offers and supports, as noted on the Registry Website;

d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 2.1.2(c) above;

e) The SLD cannot exceed 63 characters; and

f) The SLD must contain at least one character.

2.2 Registrar Representations and Warranties

By submitting Applications to the Registry, or when modifying any Registration, the Registrar represents and warrants that the Applicant or Registrant, as the case may be, has acknowledged that:

a) The Application or Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

b) It will participate in good faith in any proceedings commenced by or against the Applicant or Registrant as described in these Terms and Conditions or the Registry-Registrar Agreement;

c) The Applicant or Registrant is not a Restricted Person; and

d) The Applicant or Registrant accepts and will abide by the Registry Policies.

2.3   The Registry's Rights regarding Applications

The Registrar acknowledges and agrees, and represents and warrants that Applicants and Registrants have expressly acknowledged and accepted, that the Registry will be entitled, but not obligated, to reject an Application or Registration, or to delete, revoke, suspend, cancel or transfer a Registration:

a) To enforce Registry Policies and ICANN Requirements, each as amended from time to time;

b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;

c) To protect the integrity and stability of the SRS or the operation or management of the Registry;

d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

f) To correct mistakes made by the Registry or any Registrar in connection with a Registration; or

g) As otherwise provided in these Terms and Conditions and the Registry-Registrar Agreement.

2.4   Registrations Periods

Registrations Periods must be in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is effectively allocated

by the Registry. Unless otherwise terminated, such Registrations will expire on the same day of the month within which the Registration was created unless it was created on February 29, in which case it will expire on March 1. Unless otherwise specified by the Registrar to the Registry, the default Registration Period is one (1) year.

2.5   Notifications

It is not the obligation of the Registry to notify a Registrant in advance of the termination or expiration (for any reason) of a Registration. The Registry will be entitled, but not obligated, to immediately suspend or cancel any Registration that is in breach of these Terms and Conditions, the Registry-Registrar Agreement, Registry Policies, or any other applicable law or regulation.

Registry Operator will endeavor to provide Registrar thirty (30) calendar days' written notice if, in any given calendar month, Registry Operator anticipates decreasing the applicable registration Fee on a material number of domains across the TLDs.

2.6   Payment to the Registry

The Registry may not accept an Application, and may not renew (including auto-renew) a Registration at the end of its Registration Period, unless the Registrar complies with the Registry Policies. Registered Domain Names will auto-renew, expire, terminate or otherwise be released from Registration in accordance with Registry Policies and ICANN Requirements.

Payment of any fees due, for which the Applicant or the Registrant are solely liable, must be made to the Registry by Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration, non-renewal or termination of the applicable Registration concerned. If the Registrant has paid the Registrar for a Registration or its renewal, the Registrar must perform the paid-for action. Should the Registrar not perform such action, the Registry may in its sole discretion perform such action on behalf of the Registrant. Such action by the Registry will not relieve the Registrar of its responsibility for payment of applicable fees to the Registry nor will it serve as a waiver by the Registry of its rights against the Registrar for its material breach of its obligations under applicable Registry Policies.

3.0   Sunrise

3.1   Scope and Applicability

During Sunrise, Applicants with one or more SMD Files have exclusive access to submit Applications for Sunrise Registrations. Similar to Registrations, Sunrise Registrations may be purchased in yearly increments from one (1) to ten (10) years. Unlike Registrations that occur outside Sunrise, Sunrise Registrations are unaffected by Domain Names whose SLDs are under DPML Block; Sunrise Registrations will Override any Domain Names under DPML Block. If more than one Applicant submits an Application through a Registrar for a Sunrise Registration for the identical Domain Name, the prevailing Applicant will be determined by an auction process

described at the Registry Website. The Terms and Conditions with regard to Sunrise Registrations comply with ICANN Requirements and TMCH policies; to the extent these Terms and Conditions conflict with such rules, the ICANN Requirements or TMCH policies govern.

3.2   Eligible Applicants

Each Applicant for a Sunrise Registration must include one or more SMD Files corresponding to the applied-for Domain Name and must meet the qualifications specified by ICANN Requirements and detailed in the TMCH Guidelines, as they may change from time to time.

3.3   Sunrise Registration of Domain Names

Sunrise Applications may only be submitted by a Registrar sponsoring an Applicant and must include an SMD File corresponding to the SLD in the applied-for Domain Name.

3.3.1   SMD File Requirements

The Applicant must first provide to the TMCH the information required to obtain the SMD File, as detailed in Section 2 and 3 of the TMCH Guidelines.

3.3.2   Sunrise Registration Creation or Modification

The Registry will create or modify a Domain Name during Sunrise when:

a) The SLD meets the criteria set out in this Section 3;

b) The SLD and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;

c) The SLD is available;

d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and

e) The Registrar is eligible to make Sunrise Registrations (see Section 1.3.1).

3.3.3   Sunrise Registration Requirements

Donuts will not accept a Sunrise Application unless the applied-for Domain Name meets the applicable requirements as defined in RFC 1035 and RFC 1123, including the following technical and syntax requirements:

a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

b) The SLD does not begin or end with a hyphen;

c) IDNs must be in the languages the Registry currently offers and supports as specified on the Registry Website;

d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 3.3.3(c) above;

e) The SLD cannot exceed 63 characters; and

f) The SLD must contain at least one character.

3.4   Sunrise Registration Authentication

The following process will apply to Sunrise Applications:

a) SMD Files submitted with Applications for Sunrise Registrations will be validated by the Registry as authentic.

b) Sunrise Applications missing or containing an invalid SMD File will be rejected by the Registry.

c) Sunrise Applications meeting Sunrise Registration eligibility criteria described herein and in accordance with Registry Policies will only become active Domain Names during the Rest Period noted in the Timeline following Sunrise.

d) Sunrise Applications remain subject to review by the Registry in accordance with Registry Policies, and will only be registered in accordance with ICANN Requirements and the Registry-Registrar Agreement.

e) If more than one Sunrise Application is received meeting the eligibility criteria described herein for the same Domain Name during Sunrise, all such Applications will be submitted to the Auction Provider, who will notify the Registry of the winner of the auction in accordance with then-published Auction Rules.

f) Domain Names awarded to successful Sunrise Applicants will resolve when activated by the Registry typically within seven (7) days of notification by the Auction Provider.

3.5   Registrar Representations and Warranties

By submitting Sunrise Applications to the Registry, or when modifying any Sunrise Registration, the Registrar represents and warrants that the Sunrise Applicant or Registrant, as the case may be, has acknowledged that:

a) The Sunrise Application or Sunrise Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

b) It will participate in good faith in any proceedings described in these Terms and Conditions or the Registry-Registrar Agreement;

c) The Registry or its agents are authorized to share information--to the TMCH, other Sunrise Applicants, or the general public--relating to Applicant's Sunrise Application;

d) The Sunrise Applicant or Registrant is not a Restricted Person; and

e) The Sunrise Applicant or Registrant accepts and will abide by the Registry Policies.

3.6   The Registry's Rights regarding Sunrise Applications

The Registrar acknowledges and agrees, and represents and warrants that Sunrise Applicants and Registrants have expressly acknowledged and accepted, that the Registry will be entitled, but not obligated, to reject a Sunrise Application or Sunrise Registration, or to delete, revoke, cancel or transfer a Sunrise Registration:

a) To enforce Registry Policies and ICANN Requirements, each as amended from time to time;

b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;

c) To protect the integrity and stability of the SRS or the operation or management of the Registry;

d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

f) To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;

g) If the Registry receives notice that the SMD File is under dispute; or

h) As otherwise provided in the Terms and Conditions and the Registry-Registrar Agreement.

3.7   Sunrise Registration Period

Each Sunrise Application incurs a Sunrise Participation Fee. Sunrise Registrations must be purchased in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Sunrise Registration is created by the Registry. Unless otherwise terminated, such Sunrise Registration will expire on the same day of the month within which the Registration was created unless it was created on February 29, in which case it will

expire on March 1. Unless otherwise indicated to the Registry by the Registrar, the default Registration period is one year.

3.8   Sunrise Notification

a) The Registry may publish all or any portion of a pending Sunrise Application (e.g., via WHOIS).

b) The Registry will notify all Registrars sponsoring Sunrise Applications applying for the same Domain Name of pending Auctions for such Sunrise Applications.

c) Registrars receiving notice of a pending Auction must pass on such notice to their Sunrise Applicants.

d) At the conclusion of an Auction for a Domain Name, the sponsoring Registrar for a Sunrise Application in an Auction will either receive a poll message informing it that its sponsored Application:

    a. Prevailed in the Auction, that the Domain Name has been awarded to the sponsored Applicant, and that such Domain Name is active; or

    b. Lost in the Auction.

e) The Registry will notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been activated.

3.9   Payment to the Registry

The Registry will not process a Sunrise Registration unless the Registry has validated the SMD File with the TMCH and:

a) The Registry has received from the Registrar all applicable fees, including the Sunrise Participation Fee; or

b) The Registry, in its sole discretion, has reasonable assurance of payment.

4.0   Early Access

4.1   Scope and Applicability

During the Early Access Program, Registrars may purchase Available Domain Names by paying an Early Access Fee for each Domain Name. Applications during Early Access may be submitted for any available Domain Names. Unless otherwise stated, all rules, process and procedures for Applications and Registrations apply to the Early Access Program.

4.2   Early Access Program Registrations

The cost to register a Domain Name during the Early Access Program is comprised of the Registration Fee plus the Early Access Program Fee. Registration Fees during the Early Access

Program may vary based on the categorization of the Domain Names (i.e., Name Rating). Early Access Program Fees are set by the Registry and will typically descend each subsequent day during the Early Access Program.

> **Please note**: If a Domain Name is registered during the Early Access Program and later deleted during the Add Grace Period the Registration Fee will be refunded but the Early Access Program Fee will not be refunded**.**

4.3   Eligibility

Only Registrars with Donuts Full Access may submit Applications for Registration during the Early Access Program.

4.4   Allocation

Registrations during the Early Access Program will be allocated on a first-come, first-served basis. Domain Names awarded to successful Applicants during the Early Access Program will be permitted to resolve upon Registration.

5.0   Name Ratings

5.1   Scope and Applicability

The Registry has categorized its Domain Names into pre-defined price tiers called Name Ratings. Only Donuts Full Access Registrars may sponsor Applications for Premium Names. Unless otherwise stated, all rules, processes and procedures for Applications and Registrations apply to Name Ratings.

5.2   Name Rating Registrations

Subject to the terms and conditions of the Registry-Registrar Agreement, Registration fees for Name Ratings will vary based on the Registry's pricing of the Premium Name and will be communicated to the Registrar. Prices will span over several static Name Rating categories, with each category rated from the highest Premium Name of "AAAA" to a lower category such as "CCCC". The Registry may at any time and with thirty (30) days' notice to Registrar (a) change the Name Rating category for any unregistered Domain Name, including between Reserved Domain Name and Available Domain Name statuses, and (b) add a new, or remove an existing Name Rating category. Registrars that do not have Donuts Full Access will receive a failure response via SRS for attempts to register or manage Premium Domain Names.

6.0   DPML

Please see the DPML Terms and Conditions attached as Schedule 4 for the terms of use, rules, processes, and procedures governing DPML Blocks for all TLDs TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect. Donuts may change the DPML Terms and Conditions at any time.

7.0   Preventing Abuse

7.1   Rights Reserved.

The Registry reserves the right to review Registrant Information and DPML Block holder information to verify contact information. It is the responsibility of the Registrar to ensure that, if an approved privacy or proxy service is used, the Registrant holding the Registration or DPML Block has provided truthful and complete credentials to their Registrar or DPML Registrar, as the case may be. Registrars must also ensure that Applicants have agreed to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including without limitation the AUP, the URS, and the UDRP.

In addition to the other requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions stating that, where an SLD corresponds with a two-character country-code TLD ("**ccTLD**"), Registrants of such SLDs have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.

Registrars, Applicants or Registrants found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at the Registry's sole discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Donuts registry, including the Registry.

7.2   EPP Access

Donuts primary EPP Service (epp.donuts.co) does not support "**DropCatching**" or Bulk Expiring Domain Traffic as part of a Registrars default account bandwidth. Donuts defines Bulk Expiring Domain Traffic as any traffic from a single Registrar account in excess of one thousand (1,000) failed domain create transactions per any 24-hour period. To ensure the security, stability and proper functioning of the Registry System, if a Registrar is engaged in Bulk Expiring Domain Traffic then Donuts has the authority and ability to throttle or suspend in whole the violating Registrar's access to the Donuts EPP Service (a "Bandwidth Throttle"). Donuts will notify the Registrar in writing of a Bandwidth Throttle to the primary account contact information on file. A Bandwidth Throttle will remain in place until the violating Registrar makes a request for bandwidth reversion to Donuts at techsupport@donuts.email. Requests to reinstate standard bandwidth thresholds must include confirmation that the Registrar will not continue to engage in Bulk Expiring Domain Traffic. Donuts has full discretion to end a Bandwidth Throttle and reinstate Registrar's full access to the primary EPP Service.

8.0   Miscellaneous

8.1   Amendments

Except as otherwise limited in the Registry Policies, the Registry may amend or update the Terms and Conditions from time to time, which amendments or updates will take effect at the

time they are published on the Registry Website, without prior notice to Registrars, Registrants, DPML Block holders or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the Terms and Conditions.

If any part of the Terms and Conditions is found invalid or unenforceable for any reason, the remainder of the Terms and Conditions will be valid and enforceable as if such provision was not included therein. The invalid provision will be substituted for any such provision that, to the extent legally possible, comes nearest to the sense and purpose of the Terms and Conditions.

8.2   Limitation of Liability

To the extent permitted under governing law, the Registry will only be liable in cases of proven willful misconduct or gross negligence. In no event will the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to Registrations, DPML Blocks, or use of the SRS or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name on the basis of information from the TMCH.

To the extent allowed under applicable law, the Registry's aggregate liability for damages will in any case be limited to the amounts specified in the Registry-Registrar Agreement. The Registrar agrees, and represents and warrants that the Applicant has agreed, that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Registrar in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Registrar agrees, and represents and warrants that each Applicant has further agreed, to submit to a binding arbitration for disputes arising from the Terms and Conditions and related to the allocation of Domain Name.

The Registrar agrees, and represents and warrants that Applicants for Registrations or DPML Blocks, and SLD Registrants, have agreed, to hold the Registry harmless from claims filed or disputes initiated by third parties, and that each will compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against the Registry on the grounds that the Applications for or the Registration, DPML Block, or use of the SLD by the Applicant infringes the rights of a third party.

For the purposes of this Section, the term "Registry" will also refer to its stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

8.3   Confidentiality

The Registrar will, and cause its agents and representatives to, safeguard all Confidential Information of the Registry or the Registry's contracted parties, including without limitation the contents of the Terms and Conditions, but in no event less than the degree of care the Registrar uses for its own confidential or proprietary information of similar import. In addition, the Registrar will restrict access to such Confidential Information to those of its agents or

representatives who reasonably have a need to know such Confidential Information. The Registrar will not use the Confidential Information of the Registry or the Registry's contracted parties, except for purposes related to the performance of its obligations under the Terms and Conditions, Registry Policies, and the Registry-Registrar Agreement.

8.4   Determinations Final

The determinations of the Registry and the TMCH regarding any Applications, DPML Applications, Registrations, DPML Blocks, or dispute resolution proceedings will be final and non-appealable; provided, however, that such determination will not affect rights Registrars may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

8.5   No Agreement

The Registry and its affiliates (including Donuts), and their respective, managers, directors, employees, contractors and agents (including the TMCH and the Auction Provider) are not a party to any agreement between a Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such applicants or Registrants.

8.6   Registry-Registrar Agreement Governs

These Terms and Conditions are subject to the terms of the Registry-Registrar Agreement, which are hereby incorporated by reference. To the extent that there is a conflict between these Terms and Conditions and the Registry-Registrar Agreement, the terms and provisions of the Registry-Registrar Agreement will govern.

9.0   Certification

It is Registrar's sole responsibility that each Application or DPML Application includes such entrant's certification, representation, and warranty that it is compliant with the relevant terms of these Terms and Conditions and Registry Policies, including without limitation the requirements set out in the following Sections of these Terms and Conditions:

2.2   Registrar Representations and Warranties

2.3   The Registry's Rights regarding Applications

2.5   Notification

3.5   Registrar Representations and Warranties

3.6   The Registry's Rights regarding Sunrise Applications

3.8   Sunrise Notification

7.0   Preventing Abuse

8.5   No Agreement

Schedule 4:

1.4   Registrar Representations and Warranties

1.5   Donuts' Rights regarding DPML Applications

1.7   Notification

Please note: Failure to include the applicable representations and warranties in Registrar's agreement with Applicants and Registrants constitutes a material breach of the Terms and Conditions and Registry Policies, which may result in, among other things, transfer of Registrar's sponsored Registrations and DPML Blocks to another eligible Registrar.

SCHEDULE 1

TLDs

Binky Moon, LLC

academy	coffee	exposed
accountants	community	express
agency	company	fail
apartments	computer	farm
associates	condos	finance
bargains	construction	financial
bike	contractors	fish
bingo	cool	fitness
boutique	coupons	flights
builders	credit	florist
business	creditcard	football
cab	cruises	foundation
cafe	dating	fund
camera	deals	furniture
camp	delivery	fyi
capital	dental	gallery
cards	diamonds	gifts
care	digital	glass
careers	direct	gmbh
cash	directory	gold
casino	discount	golf
catering	doctor	graphics
center	dog	gratis
charity	domains	gripe
chat	education	group
cheap	email	guide
church	energy	guru
city	engineering	healthcare
claims	enterprises	hockey
cleaning	equipment	holdings
clinic	estate	holiday
clothing	events	hospital
coach	exchange	house
codes	expert	immo

[Schedule 1: TLDs]

industries	plumbing	technology
institute	plus	tennis
insure	productions	theater
international	properties	tienda
investments	recipes	tips
irish	reise	tires
jetzt	reisen	today
jewelry	rentals	tools
kitchen	repair	tours
land	report	town
lease	restaurant	toys
legal	run	training
life	salon	university
lighting	sarl	vacations
limited	school	ventures
limo	schule	viajes
loans	services	villas
ltd	shoes	vin
maison	shopping	vision
management	show	voyage
marketing	singles	watch
mba	soccer	wine
media	solar	works
money	solutions	world
movie	style	wtf
network	supplies	zone
partners	supply	企业 (enterprises) xn--vhquv
parts	support	商店 (shop/store) xn--czrs0t
photography	surgery	娱乐 (entertainment) xn--fjq720a
photos	systems	游戏 (games) xn--unup4y
pictures	tax	
pizza	taxi	
place	team	

Dog Beach, LLC

actor	forsale	observer
airforce	futbol	pub
army	games	realty
attorney	gives	rehab
auction	haus	republican
band	immobilien	reviews
broker	kaufen	rip
consulting	lawyer	rocks
contact	live	sale
dance	market	social
degree	markets	software
democrat	memorial	studio
dentist	moda	trading
engineer	mortgage	travel
family	navy	vet
fan	news	video
forex	ninja	

Afilias Limited

archi
bet
bio
black
blue
green
info
kim
lgbt
llc
lotto
mobi
organic
pet
pink
poker
pro
promo
red
shiksha
ski
watches
移动 (mobile) xn--6frz82g

Dot Global Domain Registry Ltd.

global

Monolith Registry LLC

vote
voto

Global Website TLD Asia Limited

网站 (web) xn--5tzm5g

SCHEDULE 2

TLD-Specific Provisions

As a Registry Operator, Donuts is required to perform specific public interest commitments in connection with its operation of the Donuts TLDs. This Schedule B summarizes the public interest commitments associated with regulated and highly-regulated Donuts TLDs, as required by the Governmental Advisory Committee's 2013 Beijing Communique. For a list of all public interest commitments associated with a particular TLD, please refer to Specification 11 of the Registry Agreement for the particular TLD.

Regulated TLDs: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare., .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, mortgage, .degree, .mba, .audio, .book, .broadway, .film, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .design, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .town, .city, and .reisen (collectively, the "Regulated TLDs").

Safeguards for Regulated TLDs: In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. To comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
2. Receive notification from Registrars at the time of registration of the requirements to comply with all applicable laws; and
3. Who collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Highly-Regulated TLDs: .surgery, .dentist, .hospital, .medical, .doctor, .creditcard, .insurance, .bet, .bingo, .poker, .casino, .charity, .university, .attorney, .cpa, .lawyer, .corp, .gmbh, .inc, .llc, .ltd, .sarl, .fail, .gripe, .sucks, and .wtf (collectively, the "Highly-regulated TLDs").

Additional requirements for the Highly-Regulated TLDs: In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. The provisions listed in 1-3 of the Safeguards to Regulated TLDs listed above.

2. To provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business; Represent that Registrant possesses any necessary authorizations, charters, licenses and/or related credentials for participation in the sector associated with the TLD string; and

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Inherently Governmental Functions Donuts TLDs: .army, .airforce, and .navy.

Additional Requirements for the TLDs Inherently Governmental Functions Donuts TLDs:

In addition to the other specific requirements in these Terms and Conditions, Registrar must expressly include in its electronic or paper Registration Agreement with Registrants, provisions requiring Registrants:

1. To comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures;
2. Receive notification from Registrar at the time of registration of the requirements to comply with all applicable laws;
3. Who collect and maintain sensitive health and financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law;
4. To provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;
5. Represent that Registrant possesses any necessary authorizations, charters, licenses and/or related credentials for participation in the sector associated with the TLD string;
6. To report any material changes to the validity of the Registrants' authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the TLD string in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve; and
Represent that Registrant will take reasonable steps to avoid misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces, if such affiliation, sponsorship or endorsement does not exist.

Additional requirements for .ARCHI: Registrations in .ARCHI are meant for all verifiable participants in the architecture scene. Registrants of .ARCHI domains should acknowledge prior to Registration that they meet at least one of the following criteria:
1. Architect member of the International Union of Architects ("**UIA**"); or
2. Architecture firm that employs one or more architects members of the UIA; or
3. Company or associations that employs one or more architects members of the UIA; or

4. Being included in a list of architecture schools, museums, professional press/media, defined by the .ARCHI Policy Advisory Committee in collaboration with UIA and its member associations.

Additional requirements for .TRAVEL: Registrations in .TRAVEL are meant for all people or businesses engaged in all things travel related. Registrants of .TRAVEL domains should acknowledge prior to Registration that they are engaged in or plan to engage in activities related to travel.

SCHEDULE 3

Fees

REDACTED FOR CONFIDENTIALITY

SCHEDULE 4

DPML Terms and Conditions

DPML Terms and Conditions

1.0 DPML Terms and Conditions

1.1 Scope and Applicability

Donuts Inc., with its family of top-level domain name registries, is widening competition and choice in Internet identities through hundreds of new TLDs.

These DPML Terms and Conditions, together with the DPML Service Agreement attached as **Exhibit A** and Donuts Policies, set forth the complete terms of use, rules, processes, and procedures governing the Application for and use of DPML Blocks for all TLDs listed in **Exhibit B**, as may be updated by Donuts from time to time.

Donuts in its sole discretion may amend the DPML Terms and Conditions from time to time.

DPML Registrars sponsoring DPML Applicants with one or more SMD Files will have the opportunity to submit DPML Applications. DPML Blocks may only be used on SLDs that correspond to the String(s) present in the DPML Applicant's SMD File. DPML Blocks are available initially for a one (1) to ten (10) year period and may be renewed in yearly increments for up to a maximum DPML Block period of ten (10) years.

1.2 Defined Terms

a) **AUP** means the Registry's policy regarding acceptable use and anti-abuse of its Services, as may be amended from time to time, located at the Registry Website.

b) **Available Domain Names** means a Domain Name that is not already registered or a Reserved Domain Name.

c) **Available SLDs** are SLDs that have not been blocked, reserved, registered, awarded, or otherwise previously allocated by a Registry prior to that receipt of an Application for a DPML Block.

d) **Confidential Information** means any non public information that relates to the actual or anticipated business, research, or development of the Registry and any proprietary information, trade secrets, and know how of the Registry that is disclosed to Registrar by the Registry, directly or indirectly, in writing, orally, or by inspection or observation of tangible items. Confidential Information includes, but is not limited to, the Terms and Conditions, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information.

e) **Domain Name** means domain name in and maintained by a Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").

f) **Donuts** means Donuts Inc. and its affiliates.

g) **Donuts Policies** means the rules, protocols, policies or procedures, including without limitation the Terms and Conditions and the DPML Service Agreement, adopted and/or amended from time to time by Donuts.

h) **Donuts Website** means www.donuts.co or any other URL directed from such website.

i) **DPML or Domain Protected Marks List** means the service that blocks certain SLDs from Registration across Registries pursuant to the Terms and Conditions.

j) **DPML Applicant** means a natural person, company, or organization submitting a DPML Application.

k) **DPML Application** means a complete, technically correct request for a DPML Block made with Donuts, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a DPML Registrar.

l) **DPML Block** means the block, under these Terms and Conditions, preventing the Registration of a SLD across all TLDs listed in Exhibit B, as may be updated from time to time (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").

m) **DPML Block Request** is a request submitted by a DPML Registrar on behalf of an Applicant who desires to block from registration names contained within the SMD File.

n) **DPML Registrar** means an entity authorized by Donuts to sell DPML Blocks on its behalf.

o) **DPML Service Agreement** means that agreement between Donuts and DPML Registrars attached hereto as Exhibit A, as amended from time to time.

p) **Homographic Block** means the block, under these Terms and Conditions, preventing the Registration of certain confusingly similar IDN SLD(s) corresponding to a DPML Block that are deemed confusable per the Unicode list of confusable characters (https://www.unicode.org/Public/security/10.0.0/confusables.txt) across all TLDs listed in Exhibit B, as may be updated from time to time (e.g. a Homographic Block for the DPML Block "apple" will generally block "αpple" (punycode xn--pple-p5b) and other confusable SLDs). Homographic Blocks will automatically terminate upon expiration or termination of the associated DPML Block(s).

q) **ICANN** means the Internet Corporation for Assigned Names and Numbers.

r) **ICANN Requirements** means all applicable ICANN policies, including the Registry Agreement.

s) **IDN** means Internationalized Domain Name.

t) **Override** means, consistent with the Terms and Conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied-for Domain Name.

u) **Premium Name** is a Domain Name designated by a Registry, in its sole discretion, for non-standard pricing.

v) **Registered Name** means a Domain Name that has been registered in and is maintained by a Registry.

w) **Registrant** means the Registered Name holder.

x) **Registrar** means a Domain Name registrar sponsoring an applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with a Registry.

y) **Registration** means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by a Registry.

z) **Registry** means a TLD domain name registry owned and/or operated by Donuts.

aa) **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.

bb) **Registry-Registrar Agreement** is the agreement between a Registry and certain Registrars, as amended from time to time.

cc) **Reserved Domain Name** means a Domain Name that has been set aside by a Registry pursuant to the terms and conditions of such Registry.

dd) **RFC** means the Request For Comment specifications located at www.ietf.org.

ee) **Second Level Domain or SLD** means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).

ff) **SMD File** is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.

gg) **Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying

3

and maintaining Registrations and allows DPML Registrars to provision objects to apply for, register, modify and maintain DPML Blocks.

hh) **String** means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity only, this includes Punycode conversions of IDNs.

ii) **Sunrise** means the period of time noted by a Registry's terms and conditions.

jj) **Sunrise Registration** means a Domain Name Registration resulting from an approved Sunrise Application.

kk) **Terms and Conditions** means this document, including the annexes and any and all interpretative guidelines published by Donuts in relation hereto, as may be amended from time to time.

ll) **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.

mm) **TMCH Guidelines** means the then effective guidelines found at http://www.trademark-clearinghouse.com.

nn) **TLD** means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD).

oo) **UDRP** means ICANN's Uniform Dispute Resolution Process, as applied and amended.

pp) **URS** means ICANN's Uniform Rapid Suspension System.

qq) **WHOIS** means the publicly available and transaction-oriented query/response protocol specified by RFC 3912 used to provide identifying information regarding Registrants on the Internet.

> **Please note**: ICANN has also provided an industry acronym helper found at:
> http://gnso.icann.org/en/acronyms.html

1.2   Eligible Applicants

Only those submitting DPML Applications through a DPML Registrar are eligible for DPML Blocks. Each DPML Application must include one or more SMD Files corresponding to the applied-for SLD and must meet the qualifications specified by ICANN and detailed in the TMCH Guidelines, as they may change from time to time.

> **Please note**: Donuts' ability to provide DPML Blocks and Homographic Blocks is subject to change, including without limitation, complete discontinuation of the DPML Service based on ICANN interpretations of the Registry Agreement or pursuant to applicable law or regulation and/or changes to the Unicode list of confusable characters.

1.3   Blocking of Second Level Domains

DPML Applications can only be submitted by DPML Registrars sponsoring a DPML Applicant or, when modifying a DPML Block, a DPML Block holder. Each SLD that a DPML Application requests to be blocked will incur a separate DPML Block fee.

1.3.1   DPML Block Creation

Donuts will only create or modify a DPML Block of a String insofar and to the extent that:

a)   The String meets the criteria in Section 1.3.2 below;

b)   The String and the information contained in the DPML Registrar's request meet the requirements in the Terms and Conditions;

c)   The String is not already under DPML Block;

d)   The String in the SMD File either: (i) exactly matches the applied-for SLD, or (ii) is contained in the applied-for SLD (e.g., if the String "sample" is in the SMD File, a DPML Block may be applied for any of the following SLDs: "sample", "musicsample", "samplesale", or "thesampletest");

e)   The DPML Registrar holds sufficient funds or credit and is in good standing with Donuts; and

f)   The DPML Applicant is sponsored by a DPML Registrar.

1.3.2   DPML Block Requirements

Donuts will not accept a DPML Application unless the applied-for SLD meets applicable requirements as defined in RFC 1035, RFC 1123, and RFC 2181, including the following technical and syntax requirements:

a)   The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;

b)   The SLD cannot begin or end with a hyphen;

c)   For DPML Blocks in IDNs, blocked SLDs must be in the languages Donuts offers and supports as specified on the Donuts Website;

d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above;

e) The SLD cannot exceed 63 characters; and

f) The TMCH-eligible term in the SMD File must contain at least three characters.

1.3.3   Authentication of DPML Block Requests

Donuts will not process a DPML Block until Donuts has validated the SMD File and the DPML Registrar has paid the applicable fee or Donuts in its sole discretion is reasonably assured of payment.

1.3.4   DPML Block and Homographic Block Exceptions

DPML Blocks and Homographic Blocks will not apply to:

a) Reserved Domain Names, though the SLD may be blocked in some TLDs where the SLD is not a Reserved Domain Name; or

b) Registered Names.

Homographic Blocks will only apply to SLDs in available Donuts IDNs to the extent such SLDs are deemed confusable per the Unicode list of confusable characters referenced above.

1.3.5   DPML Block and Homographic Block Behavior

DPML Blocks and Homographic Blocks:

a) DPML Blocks will be published to WHOIS and provide information for the DPML Block holder of "Anchor" SLDs under DPML Block;

b) Homographic Blocks will be published to WHOIS and return placeholder text notifying users of the protected (blocked) status of the domain without identifying the DPML Block holder;

c) Will not result in a Domain Name that resolves on the public Internet;

d) Are subject to periodic review by Donuts to verify that the applicable TMCH entry remains valid;

e) Will be applied, at no additional cost, to SLDs that were not available at the time of a DPML Block, but that later change to Available SLDs;

f) Will be applied, at no additional cost, to Domain Names that are no longer categorized as Reserved Domain Names;

g) May, at Donuts' option, cease to be applied to TLDs that are no longer owned and operated by Donuts; and

h) Are subject to Override.

> **Please note**: Donuts may, but is not obligated to, revoke all or part of a DPML Block and Homographic Blocks if the underlying TMCH entry for the SMD File is no longer valid.

1.3.6 Overrides

An applicant for a Registration with a String in its SMD File that exactly matches the SLD under DPML Block or Homographic Block may Override the existing DPML Block and purchase a Registration for a Domain Name containing that SLD.

1.4 Registrar Representations and Warranties

When submitting DPML Applications, or when modifying any DPML Block, the DPML Registrar represents and warrants that the DPML Applicant or DPML Block holder, as the case may be, has acknowledged that:

a) The DPML Application or DPML Block contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;

b) It shall participate in good faith in any proceedings described in the Terms and Conditions commenced by or against the DPML Applicant or DPML Block holder; and

c) The DPML Applicant or DPML Block holder accepts and will abide by the Donuts Policies.

1.5 Donuts' Rights regarding DPML Applications

The DPML Registrar acknowledges and agrees, and represents and warrants that DPML Applicants and DPML Block holders have expressly acknowledged and accepted, that Donuts shall be entitled but not obliged to reject a DPML Block, or to delete, revoke, cancel or transfer a DPML Block and/or Homographic Block:

a) To enforce Donuts Policies and ICANN Requirements, each as amended from time to time;

b) That is not accompanied by complete and accurate information as required by ICANN Requirements or Donuts Policies or where required information is not updated or corrected as required by ICANN Requirements and/or Donuts Policies;

c) To protect the integrity and stability of the SRS or the operation or management of the Registries owned and operated by Donuts;

d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider Donuts may hereafter retain to oversee the arbitration and mediation of disputes; or

e) To establish, assert, or defend the legal rights of Donuts or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to Donuts or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;

f) To correct mistakes made by Donuts or any DPML Registrar in connection with a DPML Block;

g) To make adjustments in line with any changes to the Unicode list of confusable characters;

h) If Donuts receives notice that the SMD File is under dispute; or

i) As otherwise provided in the Terms and Conditions and the Registry-Registrar Agreements entered into by the Registries.

1.6 DPML Block Period

Each DPML Application or DPML Block renewal incurs a non-refundable one-time fee based on the requested duration of the DPML Block, which must be between five (5) and ten (10) years. Unless otherwise terminated or subject to an Override, DPML Blocks will expire on the same day of the month within which the DPML Block was created unless it was created on February 29, in which asset it will expire on March 1. DPML Blocks may be renewed in annual increments from one (1) to ten (10) years with a maximum DPML Block period of ten (10) years.

1.7 Notification

By submitting a DPML Application, DPML Registrar represents and warrants that DPML Applicant agrees that Donuts and its agents are authorized to share information relating to DPML Applicant and its DPML Application. If DPML Applicant proceeds with a DPML Block, such DPML Applicant will be deemed to be on notice of the intellectual property rights of others in the TMCH.

It is not Donuts' obligation to notify a DPML Block holder in advance of the termination or expiration (for any reason) of a DPML Block. Donuts shall be entitled but not obligated to immediately suspend or cancel any DPML Block that is in breach of the Terms and Conditions, Donuts Policies, or any other applicable law or regulation.

1.8 Payment

Donuts will not accept a DPML Block, and will not renew a DPML Block at the end of the applicable term, unless it has received payment in full from the applicable DPML Registrar. DPML Blocks, or names that result in a DPML Blocks, will only expire, be terminated or otherwise released in accordance with Donuts Policies and ICANN Requirements.

Payment of any fees due, for which the DPML Applicant or the DPML Block holder are solely liable, must be made to Donuts via a DPML Registrar. Donuts is not responsible for any failure

on the part of the DPML Registrar in this respect, including where such failure results in failure to block, non-renewal or termination of the applicable DPML Block concerned. If the DPML Applicant or DPML Block holder pays the DPML Registrar, the DPML Registrar is obligated to perform the paid for action. Should the DPML Registrar not perform such action, Donuts may in its sole discretion perform such action on behalf of the DPML Applicant or DPML Block holder. Such action by Donuts will not relieve the DPML Registrar of its responsibility for payment of applicable fees to Donuts nor will it serve as a waiver by Donuts of its rights against the DPML Registrar for its material breach of its obligations under applicable policies.

1.9   Reserved SLDs

Donuts may reserve at any time certain SLDs from DPML Block, including, without limitation, SLDs:

a) Reserved for operations and other purposes, including without limitation certain Premium Names, which Donuts may change from time to time.

b) Reserved or restricted to comply with applicable ICANN Requirements or Donuts Policies, including those reserved for certain third parties.

c) Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

d) That are already under Registration or subject to an active DPML Block, unless an exception applies (e.g., Override).

1.10   Availability

DPML Registrars can query the Donuts database to determine DPML block availability. Donuts recommends DPML Registrars build a user tool to advise the DPML Applicant of the available coverage of their planned DPML block, and keep DPML block holders apprised of changes in the coverage of their DPML block.

2.0   Preventing Abuse

Donuts reserves the right to review WHOIS records to verify contact information of DPML Block holders. It is the responsibility of the DPML Registrar to ensure that, if an approved proxy service is used, the DPML Block holder operating the DPML Block has provided truthful and complete credentials to the DPML Registrar, as the case may be. DPML Registrars must also ensure that Applicants have agreed to participate in and abide by any determinations made as part the Registry's dispute resolution procedures, including without limitation the AAP, the URS, and the UDRP.

DPML Registrars, DPML Applicants or DPML Block holders found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert

therewith, may, at Donuts' sole discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Registry or by Donuts.

3.0   Miscellaneous

3.1   Amendments

Donuts may amend the Terms and Conditions from time to time, which amendments will take effect at the time they are published on the Donuts Website, without prior notice to DPML Registrars, DPML Block holders or DPML Applicants. Donuts may furthermore issue interpretative guidelines on the Donuts Website regarding the Terms and Conditions.

If any part of the Terms and Conditions is found invalid or unenforceable for any reason, the remainder of the Terms and Conditions shall be valid and enforceable as if such provision was not included therein. The invalid provision shall be substituted for any such provision that, to the extent legally possible, comes nearest to the sense and purpose of the Terms and Conditions.

3.2   Limitation of Liability

To the extent permitted under governing law, Donuts shall only be liable in cases of proven willful misconduct or gross negligence. In no event will Donuts be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to DPML Blocks, Homographic Blocks, or use of the SRS or the Donuts Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by Donuts to apply a DPML Block or not on the basis of information from the TMCH.

To the extent allowed under applicable law, Donuts' aggregate liability for damages shall in any case be limited to the amounts paid by the DPML Registrar to Donuts in relation to the DPML Application concerned (excluding additional fees paid by the DPML Applicant to the DPML Registrar or its agents). The DPML Registrar agrees, and represents and warrants that the DPML Applicant has agreed, that no greater or other damages may be claimed from Donuts (such as, but not limited to, any fees payable or paid by the DPML Registrar in the context of any proceedings initiated against a decision by Donuts to apply a DPML Block or not). The DPML Registrar agrees, and represents and warrants that the each DPML Applicant has further agreed, to submit to a binding arbitration for disputes arising from the Terms and Conditions and related to the application of DPML Blocks and Homographic Blocks.

The DPML Registrar agrees, and represents and warrants that DPML Applicants have agreed, to hold Donuts harmless from claims filed or disputes initiated by third parties, and that each shall compensate Donuts for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the DPML Application infringes the rights of a third party.

For the purposes of this Section, the term "Donuts" shall also refer to its stockholders, directors, employees, members, subcontractors, the TMCH and their respective directors, agents and employees.

3.3   Confidentiality

The DPML Registrar shall, and cause its agents and representatives to, safeguard all Confidential Information of Donuts or Donuts' contracted parties, including without limitation the contents of the Terms and Conditions, but in no event less than the degree of care the DPML Registrar uses for its own confidential or proprietary information of similar import. In addition, the DPML Registrar shall restrict access to such Confidential Information to those of its agents or representatives who reasonably have a need to know such Confidential Information. The DPML Registrar shall not use the Confidential Information of Donuts or Donuts' contracted parties, except for purposes related to the performance of its obligations under the Terms and Conditions or other Donuts Policies.

3.4   Determinations Final

The determinations of Donuts and the TMCH regarding any Applications, DPML Applications, Registrations, or DPML Blocks shall be final and non-appealable; provided, however, that such determination will not affect rights DPML Registrars may have under applicable law, ICANN policies, or Donuts-provided dispute resolution procedures.

3.5   No Agreement

Donuts and its affiliates, and their respective, managers, directors, employees, contractors and agents (including the TMCH and the Auction Provider) are not a party to any agreement between a DPML Registrar and its DPML Applicants, its Registrants or any party acting in the name and/or on behalf of such applicants or Registrants.

Please note: Failure to include the applicable representations and warranties in the DPML Registrar's agreement with DPML Applicants and DPML Block holders constitutes a material breach of the Terms and Conditions and Donuts Policies, which may result in, among other things, transfer of the DPML Registrar's sponsored Registrations and DPML Blocks to another eligible registrar.

Exhibit A: DPML Service Agreement

Exhibit B: TLDs Included in DPML

Last updated: March 2021

Binky Moon, LLC

academy	coach	estate
accountants	codes	events
agency	coffee	exchange
apartments	community	expert
associates	company	exposed
bargains	computer	express
bike	condos	fail
bingo	construction	farm
boutique	contractors	finance
builders	cool	financial
business	coupons	fish
cab	credit	fitness
cafe	creditcard	flights
camera	cruises	florist
camp	dating	football
capital	deals	foundation
cards	delivery	fund
care	dental	furniture
careers	diamonds	fyi
cash	digital	gallery
casino	direct	gifts
catering	directory	glass
center	discount	gmbh
charity	doctor	gold
chat	dog	golf
cheap	domains	graphics
church	education	gratis
city	email	gripe
claims	energy	group
cleaning	engineering	guide
clinic	enterprises	guru
clothing	equipment	healthcare

hockey	place	tips
holdings	plumbing	tires
holiday	plus	today
hospital	productions	tools
house	properties	tours
immo	recipes	town
industries	reise	toys
institute	reisen	training
insure	rentals	university
international	repair	vacations
investments	report	ventures
irish	restaurant	viajes
jetzt	run	villas
jewelry	salon	vin
kitchen	sarl	vision
land	school	voyage
lease	schule	watch
legal	services	wine
life	shoes	works
lighting	shopping	world
limited	show	wtf
limo	singles	zone
loans	soccer	企业 (enterprises) xn--vhquv
ltd	solar	商店 (shop/store) xn--czrs0t
maison	solutions	娱乐 (entertainment) xn--fjq720a
management	style	游戏 (games) xn--unup4y
marketing	supplies	
mba	supply	
media	support	
money	surgery	
movie	systems	
network	tax	
partners	taxi	
parts	team	
photography	technology	
photos	tennis	
pictures	theater	
pizza	tienda	

Dog Beach, LLC

actor	lawyer
airforce	live
army	market
attorney	memorial
auction	moda
band	mortgage
consulting	navy
contact	news
dance	ninja
degree	pub
democrat	rehab
dentist	republican
engineer	reviews
family	rip
fan	rocks
forsale	sale
futbol	social
games	software
gives	studio
haus	travel
immobilien	vet
kaufen	video

Exhibit B

Registrar Technical Certification Guide

Registrar Technical Certification Guide

OT&E Full Test Suite for Production Access

2020

Table of Contents

Registrar Technical Certification Guide; OT&E Simplified Test

Donuts expects that ICANN Accredited Registrars have the technical capability to perform the standard gTLD EPP functions. Therefore, in order to access the Donuts Production environment, only a simple test of new gTLD extensions will be necessary. The test requires that certain functions are performed in order to prove that new features such as SMD files and Premium pricing are properly engineered.

Required Tests

To gain access to the Donuts Production environment, please complete the following tasks:

A. Connectivity

Stay connected to the OTE system for 24 hours. Submit a log file showing 24 hours of activity, including one disconnect and one reconnect.

B. EPP Functionality

Record information listed below for either the Donuts Basic Products or Donuts Full Suite Products, as applicable, in the EPP Functionality Form provided on the next page.

> Donuts Basic Products:
>
> 1. Perform a check command for a domain.
> 2. Submit a Sunrise application - test SMD files available at
>   http://newgtlds.icann.org/en/about/trademark-clearinghouse#smd-testing;
> 3. Register 5 domain names in the format "*registrarname1.tld*", "*registrarname2.tld*", etc.;
> 4. Transfer 2 domain names from your OTE1 account to your OTE2 account; and
> 5. Register a domain name that is subject to Claims. To complete this step, please check your 'OT&E Registrar Access Guide' under the section 'Trademark Claims Notice' (the access guide will have been sent with your OT&E welcome email package).

Donuts Full Suite Products:

1. Register a DPML Block, in *.dpml.zone* using a label from a valid SMD file provided by Tech Support with this package.
2. Perform a DPML Block Override;
3. Register an Early Access domain and
4. Register a Premium domain name for 3 separate premium price points (Please see the Premium Domain file attached with your OT&E welcome email package).
5. Transfer a Premium name from your OTE1 account to your OTE2 account
6. Renew a Premium name
7. Delete and Restore a Premium name

Please log in to the Registrar portal https://registrar.ote.donuts.co/ and navigate to the 'Registrar' section and 'View Subscriptions' subsection. Now you are able to see which TLDs you are subscribed for and the phase of each one, you can select the appropriate TLDs for your tests on Sunrise, Early Access Period and General Availability.

Once the tasks are completed: (1) check the box below to certify test completion, (2) populate the EPP Functionality Form below, and (3) return the entire OT&E simplified test package to your account representative.

I self-certify I have completed the test elements required.

EPP Functionality Form

Donuts Basic Products

1.   Attach Log file showing connectivity and check commands.

2.   Name of domain submitted as Sunrise application:

   _____

3.   List 5 domain names registered:

   •

   •

   •

   •

   •

4.   List 2 domain names transferred:

   •

   •

5.   Domain name registered that is subject to Claims:

   _____

Donuts Full Suite Products:

1.   DPML Blocked name: _____

2.   DPML Blocked name that was overridden: _____

3.   Domain name registered in EAP: _____

4.   List of 3 premium names registered in separate price points:

   •

   •

   •

5.   Premium name transferred:_____

6.   Premium name renewed: _____

7.   Premium name restored: _____

Production Credentials

Preferred Delivery Mechanism

[   ] **Most Secure** - Encrypt with PGP. (Recommended)

My PGP Key ID is: _____

(Attach a file with your public PGP key or provide the ID of the key in the PGP server).

[   ] **Somewhat Secure** - Encrypt with password protected zip file.

 (Zip password communicated by phone).

[   ] **Not Secure** - Email my credentials in clear text to the primary email address listed above.

Customer Service & Support

Donuts offer two types of customer service & support.

- **Engineering issues (EPP, connectivity, etc.):**
    - Email: techsupport@donuts.co
    - Support Website: http://donuts.support
    - Phones:

Location	Number
Germany	0049 8007 238444
UK	0800 0124516
USA	888 683 6564
Others	00353 1 901 2198
Fax	00353 1 901 2199

- **Everything else:**
    - Email: info@donuts.co
    - Website: https://donuts.domains/
    - Phone: Your account manager

Issues are prioritized and grouped according to the following Priority categories:

- **Priority 1** issues are handled immediately, and resolved 24/7, 7 days a week. Please contact us by phone for immediate response.

    If the Registry system is unavailable, the issue is Priority 1. For example, problems accessing or using the Registry system, Denial of Service attack, or a security breach.

- **Priority 2 & 3** are handled in a prompt manner within the following working day.

    For example, troubleshooting, requests to modify account information, statement reconciliation, or explanation of a function.

- **Priority 4 & 5** are handled in a timely manner and are addressed after Priority 1,2 & 3 issues are resolved.

    For example, when making feature requests.

Exhibit C

Registrar Access Guide

Production Registrar Access Guide

Registrar Access Information

System	Hostname
EPP	epp.donuts.co
WHOIS (port 43)	whois.donuts.co
Registrar Web Portal	http://registrar.donuts.co

Login Credentials

EPP	Value
Username	
Password	

Registrar Web Portal Superuser	Value
Username	
Password	Please go to http://registrar.donuts.co and click "Forgot your password?" Your password will be emailed to the email on record:

TLDs

As new TLDs are delegated by IANA, they will be added to the Production Environment. There are currently over 240 Donuts TLDs, some examples are listed below.

Sample of Donuts TLDs
live rocks zone guru
agency world sale video
company news domains media
today business family expert
ltd solutions studio social

For a full list of your account TLD subscriptions, please visit the Registrar Web Portal and navigate to the following section, 'Registrar' > 'View Registrar Subscriptions'.

Registrar Web Portal

The Registrar Web Portal is the primary registrar account management interface. It contains both administrative functionality, and a web-based interface to EPP, for the management of domains.

To access the Registrar Web Portal:
1. Please navigate to http://registrar.donuts.co;
2. When the login window appears, type your username and password. 3. For first time login you will be required to configure two-factor authentication. For more detail on how to setup two-factor authentication, please see the 'Getting Started Guide' section 5.7.2. 'Manage Security'.

Note: You must use the Registrar Web Portal username and password provided above.

The Actions menu on the Registrar Web Portal is expandable and collapsible and is divided into areas devoted to core registry objects including Domains, Contacts, Hosts, Domain Transfer, Account, Users, and Profile actions.

Almost all functionality for the Registrar Web Portal is accessed from within the Actions menu. Exceptions include viewing reports and statistics, email, and marketing material.

EPP Server

The EPP server is only accessible to accredited registrars.

Certificates signed by major root certificate authorities are accepted by the SRS. Please contact technical support for the current list of acceptable roots.

The Donuts SRS system supports 40 simultaneous parallel connections per registrar.

Connections are expected to be persistent and held open for as long as possible, to a maximum of 24 hours. A single EPP command must be sent at least once per hour to maintain the connection. If this timeout-prevention action is not taken, or if the 24-hour maximum limit is exceeded, the connection is terminated.

Customer Service & Support

Donuts offers two types of customer service & support.

- **Engineering issues (EPP, connectivity, etc.):**
    - Email: techsupport@donuts.co
    - Support Website: https://donuts.support
    - Phones:

Location	Number
Germany	0049 8007 238444
UK	0800 0124516
USA	888 683 6564
Others	00353 1 901 2198
Fax	00353 1 901 2199

- **Everything else:**
    - Email: info@donuts.co
    - Website: https://donuts.domains/
    - Phone: Your account manager

Issues are prioritized and grouped according to the following Priority categories:

- **Priority 1** issues are handled immediately, and resolved 24/7, 7 days a week. Please contact us by phone for immediate response.

If the Registry system is unavailable, the issue is Priority 1. For example, problems accessing or using the Registry system, Denial of Service attack, or a security breach.

- **Priority 2 & 3** are handled in a prompt manner within the following working day.

For example, troubleshooting, requests to modify account information, statement reconciliation, or explanation of a function.

- **Priority 4 & 5** are handled in a timely manner and are addressed after Priority 1 and 2 issues are resolved.

For example, when making feature requests.

Exhibit D

Payment Policy

Payment Policy

Donuts Payment Policy

Capitalized terms used but not defined in this Payment Policy have the meanings ascribed to them in the Donuts Registry Terms and Conditions available on the Registrar Web Portal.

Deposit Account Thresholds

Registrars will establish a cash deposit account in US Dollars prior to using any of the Donuts Services. Registrar transactions for Donuts Services are reflected in its Payment Balance in real-time via the Registrar Web Portal for senior and finance account users. Registrars are responsible for ensuring that the Payment Balance exceeds the applicable threshold levels at all times. All default values listed herein are subject to change in Donuts' sole discretion.

1. **Notification Threshold.** Upon signup, each registrar's default Notification Threshold will be set to $1,000. This value can be updated at any time upon request by contacting your Donuts account representative. Donuts will automatically notify the registrar's contacts listed in the Registrar Web Portal via email when the Payment Balance reaches this pre-set Notification Threshold.

2. **Restricted Threshold.** The default Restricted Threshold is set at $500, but may be higher based on Donuts' evaluation of objective criteria applied consistently to all registrars. If a registrar's Payment Balance falls below the Restricted Threshold, such registrar may be prohibited from registering new or explicitly renewing domain names. Donuts may contact the registrar to assess the situation and ensure there is a plan in place to increase the deposit account balance appropriately. Only auto-renewals will be allowed for so long as the Payment Balance remains greater than the Final Threshold.

3. **Final Threshold.** The default Final Threshold is set at $0, but may be higher based on Donuts' evaluation of objective criteria applied consistently to all registrars. If a registrar's Payment Balance falls below the Final Threshold, Donuts may disable all of the registrar's domain name financial transactions (including renewals and auto-renewals) in the SRS. Donuts may contact the registrar to assess and remedy the situation.

Donuts may adjust the Restricted and Final Thresholds at any time in its sole discretion in accordance with the RRA and this Payment Policy.

Deposit Account Threshold Example

The following thresholds apply to Registrar X:

- Notification Threshold: $1,000
- Restricted Threshold: $500
- Final Threshold: $0

Registrar X has a current Payment Balance of $5,000, with orders for $4,300 anticipated in the coming weeks. When the Payment Balance drops below $1,000, notification emails, similar to the text below, will be sent to the Registrar X notification contacts Donuts has on file:

> *Your account balance is currently ($XXX.XX) and has reached your notification threshold. Please deposit funds to allow you to continue purchasing domain name registrations, without disruption to your account.*
>
> *If you have any questions on this subject, please contact billing@donuts.co.*

If Registrar X's Payment Balance subsequently drops below their Restricted Threshold, the SRS will *automatically* prevent Registrar X from registering any new or explicitly renewing domain names or purchasing DPML Blocks. Donuts may override this automatic limitation in its discretion at any time. Registrar X will be prevented from creating any new transactions until their Payment Balance is restored above their Restricted Threshold. Auto-renewals will continue without interruption as long as the Payment Balance does not drop below Registrar X's Final Threshold.. Please note that falling below the Restricted Threshold is a situation that must be remedied pursuant to the RRA.

Registrar Deposit Balance Maintenance

To ensure that registrars can track their Payment Balance accurately, Donuts provides balance information in the following methods:

1. Logging into the Registrar Web Portal to access the real-time data and selecting the "Registrar" Tab and click on "View Thresholds";
2. Querying your current balance and thresholds limits by utilizing Donuts EPP "Balance Check" command;
3. Retrieving registrar statements of account via the Registrar Web Portal, which are posted by Donuts at least once a month and include deposit amounts and other activity;
4. Requesting monthly statements and poll messages be sent via email by creating a "Notification Contact" in the Registrar Web Portal, selecting the "Registrar" tab, choosing "Notification Contacts" and enabling the appropriate checkbox and interval; or
5. Calling or emailing a Donuts account representative to obtain Payment Balance information or discuss account activity.

Payment Methods

Donuts accepts payment via electronic funds transfer (EFT), including automated clearinghouse (ACH), federal funds wire, and international wire transfers. Note that the Payment Balance reflects the net amount to be received by Donuts. All bank or transaction fees are and will remain the responsibility of the registrar. Registrars must account for transaction fees, if any, prior to sending funds to Donuts.

Registrant Chargebacks

Registrars are responsible for all charges. If a registrar incurs a chargeback from a registrant,

Donuts does not, and will not, incur the chargeback; this obligation remains with the registrar.

Refund Policy

In addition to refunds specified in the RRA, Donuts will issue refunds only in instances of registry operator error. In the event that the Threshold amount is lowered by Donuts, Registrars will not be refunded the difference, rather the account will be depleted accordingly as transactions are processed.

Additional Notes

In the event a TLD owned by Donuts is operated by a different back-end provider, the payment policy in effect for such back-end provider will continue to apply to that TLD unless and until otherwise communicated to registrar in writing by Donuts.

Exhibit E

Data Processing Addendum

Please see redlined version included with the Donuts Registry-Registrar Agreement.