.eco Registry-Registrar Agreement

Last updated: 17 Jun 2022

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# Changelog

17 June 2022

* Updated business address of Big Room Inc.
* Updated Registry Service Provider
* Added Table of Contents, various numbering updates for clarity
* Schedule A: Deleted Sunrise pricing references and updated pricing table
* Schedule A: Updated Restore fee to US$0.00
* Schedule A: Added US$1,500.00 Premium domain tier  
  Schedule B: Deleted references to Qualified Launch program (operated during Sunrise)
* Schedule B: Deleted Sunrise Policy
* Schedule B: Deleted Sunrise Dispute Resolution Policy (and references)
* Updated URLs
* Corrected typographical errors
* General formatting improvements

# 

# Preamble

This Registry-Registrar Agreement (the “**Agreement**”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

is made and entered into by and between:

Big Room Inc., incorporated under the Canada Business Corporations Act, with its principal place of business located at 1231 Pacific Boulevard, Suite 581, Vancouver, BC, Canada V6Z 0E2

(“**Registry Operator**”),

and;

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with its principal place of business located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“**Registrar**”).

Registry Operator and Registrar may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the top-level domain .eco (the “**Registry TLD**”);

WHEREAS, multiple registrars will provide Internet domain name registration services within the Registry TLD;

WHEREAS, Registrar wishes to act as a registrar for domain names within the Registry TLD.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

# Definitions and Interpretation

* 1. “**APIs**” are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.
  2. “**Confidential Information**” means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within fifteen (15) days of the disclosure that it is confidential.
  3. “**Data Controller**” a person or entity who, either alone or with others, controls the content and use of Personal Data.
  4. “**Data Processor**” is a person or entity that processes Personal Data on behalf of a Data Controller.
  5. “**DNS**” means the Internet domain name system.
  6. “**Eco Profile**” means the web-based listing created by the Registry Operator consisting of environmental and/or sustainability information entered by and relating to Registered Name Holders.
  7. “**Eco System**” means web-based directory created by the Registry Operator consisting of, *inter alia*, the Eco Profiles of Registered Name Holders.
  8. “**Effective Date**” shall be the date first set forth above.
  9. “**EPP**” means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
  10. “**ICANN**” means the Internet Corporation for Assigned Names and Numbers.
  11. “**Personal Data**” refers to data about any identified or identifiable natural living person.
  12. “**Price List**” means the list of fees published by the Registry Operator from time to time. The Registry Operator’s Price List: (i) contains the most current fees; (ii) will be made available online on a website or other method to be advised by the Registry Operator or Registry Service Provider from time to time; and (iii) is subject to change from time to time as described in the clause 2.10 of the Registry Agreement. The current Price List is annexed hereto at **Schedule A**.
  13. “**Registered Name**” refers to a domain name within the domain of the Registry TLD, whether consisting of two or more levels (e.g., john.smith.TLD), about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).
  14. “**Registered Name Holder**” means the holder of a Registered Name.
  15. “**Registrar Guide**” comprises the EPP, APIs and Software.
  16. “**Registry Agreement**” means the Registry Agreement between Registry Operator and ICANN for the operation of the Registry TLD, as amended, restated or replaced from time to time. The Registry Agreement is incorporated by reference with respect to those provisions regarding obligations of Registrar as set forth herein.
  17. “**Registry Database**” means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or Whois queries, for some or all of those names.
  18. “**Registry Policies**” means the policies, procedures, and requirements published by the Registry Operator from time to time. The most current Registry Policies will be made available on the Registry Operator’s website at https://go.eco/policies/ or other method to be advised by the Registry Operator from time to time and are subject to change from time to time as described in clause 2.10 of the Registry Agreement. The current Registry Policies are annexed hereto at **Schedule B**.
  19. “**Registry Services**” have the meaning set forth in the Registry Agreement. In its current form “Registry Services” are:

1. those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by Registry Operator or its Registry Service Provider for the TLD registry as of the Effective Date;
2. other products or services that Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement);
3. any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and
4. material changes to any Registry Service within the scope of (a), (b) or (c) above.
   1. “**Registry Service Provider**” is the technical backend provider selected by the Registry Operator. Effective 3 November 2021, the Registry Service Provider is the Canadian Internet Registration Authority (CIRA). Registry Operator may, at its sole discretion, replace such Registry Service Provider at any time.
   2. “**Registry TLD**” means the TLD for which this Agreement is entered into by the Parties as defined in the recitals above.
   3. “**Registry System**” means the system operated by the Registry Operator and/or the Registry Service Provider for Registered Names in the Registry TLD.
   4. “**Software**” means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.
   5. “**Term**” means the term of this Agreement, as set forth in Subsection 8.1.
   6. A “**TLD**” means a top-level domain of the DNS.
   7. “**Verification**” means the process of verifying the qualification established from time to time by the Registry Operator for Registered Name Holders to hold and use their Registered Name(s) in the Registry TLD.
   8. Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

# Obligations of Registry Operator

* 1. **Access to Registry System.** Throughout the Term of this Agreement, the Registry Operator through its Registry Service Provider shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.
  2. **Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, Registry Policies, ICANN requirements, and Registry Operator requirements authorized by ICANN, Registry Operator through the Registry Service Provider shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.
  3. **Provision of Registrar Guide; License.** Promptly following the full execution of this Agreement, Registry Service Provider shall provide to Registrar a copy of the Registrar Guide, which shall provide sufficient technical specifications to permit Registrar interface with the Registry System and employ its features that are available to Registrar and other registrars. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to Registry Operator in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Guide, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.
  4. **Changes to System.** Registry Operator and/or Registry Service Provider may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator and/or Registry Service Provider will provide Registrar with at least ninety (90) days’ notice prior to the implementation of any material changes to the EPP, APIs, Software or other materials licensed hereunder. In the case of administrative or other non-material changes, Registry Operator and/or Registry Service Provider shall provide Registrar with at least forty-eight (48) hours prior notice. In the case of emergency changes, including without limitation changes made in direct response to the detection of a material security vulnerability, an imminent material failure, significant degradation of the Registry System or other emergency, notice periods will not apply.
  5. **Engineering and Customer Service Support.**
     1. **Engineering Support.** Registry Operator will provide Registrar, through the Registry Service Provider, with reasonable engineering telephone support (24/7/365) to address engineering issues arising in connection with Registrar's use of the Registry System.
     2. **Customer Service Support.** During the Term of this Agreement, Registry Operator, through the Registry Service Provider, will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for issues relating to the Registry System and its operation. Registry Service Provider will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and Software. First-level telephone support will be available on a 24/7/365 basis.
  6. **Handling of Personal Data.**
     1. Registry Operator and/or Registry Service Provider shall notify Registrar of the purposes for which Personal Data submitted to Registry Service Provider by Registrar is collected and processed, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data.
     2. In addition Registry Operator may use the Personal Data submitted to Registry Service Provider for the following purposes:
        1. Verification by Registry Operator of the qualifications of Registered Name Holders.
        2. Directory listings of Registered Name Holders.
        3. Eco Profile and Eco System services for Registered Name Holders including, for example, environmental fund and awareness raising programs.
        4. Demographic data collected for statistical analysis.
        5. Communications with Registered Name Holders to implement the above.
     3. It is agreed that such Personal Data may be stored in or transmitted to a country that does not have data protection standards which are the equivalent of those in the European Economic Area, including without limitation Canada and the United States of America. Registry Operator and Registry Service Provider shall take appropriate technical and organizational security measures to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator and Registry Service Provider shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to Registrar. It is agreed that Registry Operator and Registry Service Provider may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to Registrar regarding the purpose and procedures for such use. Registry Operator and Registry Service Provider, to the extent they are a Data Processor of the Personal Data of which the Registrar is Data Controller, shall answer the Registrar’s reasonable enquiries to enable it to monitor their compliance with this Clause 2.6. This clause is supplemented by **Schedule C** (RRA Data Processing Addendum).
  7. **ICANN Requirements.** Registry Operator’s obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.
  8. **Unavailable Domain Names.** If requested by Registrar, Registry Service Provider will provide Registrar with access to an FTP server which will contain the following files which shall be updated on a daily basis: (i) a list of all domain names in the TLD that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered and (ii) a list of all domains that are priced differently than standard pricing for the TLD, including price information needed to support registration, renewal, redemption, and transfer transactions.
  9. **Internationalized Domain Names (IDNs).** Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with ICANN’s IDN Implementation Guidelines as set forth in its Registry Agreement.

# Obligations of Registrar

* 1. **Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.
  2. **Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.
  3. **Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement. Registrar shall provide a copy of (or hyperlink to) its current registration agreement within ten (10) business days from the date of written request by the Registry.
  4. **Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and its respective content in the Eco System and Eco Profile. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.
  5. **Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:
     1. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time; and
     2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator or Registry Service Provider in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry Operator or Registry Service Provider operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days’ notice by Registry Operator or Registry Service Provider to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar’s registration agreement, the terms of this Agreement shall supersede those of the Registrar’s registration agreement.
  6. **Additional Requirements for Registration Agreement.** In addition to the provisions of subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall include, at a minimum, the following certifications and terms which will be mandatory:
     1. the data provided in the domain name registration application is true, correct, up to date and complete;
     2. the Registered Name Holder consents to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to subsections 2.6 and 3.2;
     3. the Registered Name Holder agrees 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;
     4. the Registered Name Holders who collect and maintain sensitive health and financial data will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law;
     5. the Registered Name Holder will comply with applicable consumer protection laws and regulations when the Registry TLD (the term “eco”) is used to describe environmental characteristics or to imply environmental benefit associated with a product or service;
     6. the Registered Name Holder submits to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanisms (“**RPMs**”), including, without limitation, the obligation to handle payments for renewals or restoration by the complainant in any proceeding in cases where the complainant prevails;
     7. the Registered Name Holder will immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
     8. the Registered Name Holder agrees to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation, the procedure and process for compliance with ICANN's RPMs, including the Trademark Clearinghouse requirements, and further acknowledges that Registry Operator and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs, the Sunrise and the dispute resolution procedures relating thereto, including, without limitation: (i) the ability or inability of a registrant to obtain a domain name during these periods; and (ii) the results of any dispute over the outcome of any dispute resolution proceeding;
     9. the Registered Name Holder acknowledges and agrees that all .eco domain names will be registered on server hold status pending the Registered Name Holder complying with the minimum requirements to activate a .eco domain: (1) pledging in their Eco Profile to support positive change for the planet and to be honest when sharing environmental actions; and (2) affirming in their Eco Profile their eligibility under the Registry Policies;
     10. the Registered Name Holder acknowledges and agrees that the Registry Operator itself or through the Registry Service Provider reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on server hold, registry lock or similar status, that it deems necessary, in its discretion: (i) to protect the integrity and stability of the registry; (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (iv) per the terms of the registration agreement; (v) as part of Verification procedures, in particular that Registered Names will remain on server hold, registry lock or similar status until after the successful completion of the Verification procedures; or (vi) to correct mistakes made by the Registry Operator, the Registry Service Provider or any Registrar in connection with a domain name registration; and
     11. the Registered Name Holder acknowledges and agrees that Registered Name Holders are prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, posting false information, counterfeiting or otherwise engaging in activity contrary to applicable law, and further, that consistent with applicable law and any related procedures, any prohibited activity described herein may result in remedial measures including, but not limited to, the denial, cancellation or transfer of any registration or transaction, the placement of or more registry lock functions on any domain name and the suspension of the domain name.
  7. **Data Submission Requirements.**
     1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator and its Registry Service Provider a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator’s and/or its Registry Service Provider’s operation of the Registry TLD.
     2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry Service Provider in a timely manner.
  8. **Security.**
     1. Registrar shall develop and employ in its domain name registration business all necessary and appropriate technological and organizational security measures and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended and/or unauthorized access or disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Service Provider, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Operator or its Registry Service Provider may require other reasonable security provisions to ensure that the Registry System is secure and stable.
     2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer (“**SSL**”) protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Registry Service Provider and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Registry Operator and Registry Service Provider within four (4) hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.
     3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Service Provider in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Registry Service Provider. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.
  9. **Resolution of Technical Problems.** Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Registry Service Provider in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Registry Service Provider may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator and Registry Service Provider.
  10. **Time.** In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry Operator’s records shall control.
  11. **Transfer of Registration Sponsorship.** Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations between Registrars as may be amended from time to time by ICANN (the “**Transfer Policy**”).
  12. **Restrictions on Registered Names.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.
  13. **Uniform Rapid Suspension (“URS”).**
      1. **Whois Compliance.** Upon receipt of a URS determination in favor of the complainant, Registrar shall continue to display all of the information of the original Registrant except for the nameservers. In addition, Registrar shall cause the Whois to reflect that the domain name will not be able to be transferred, deleted or modified for the life of the registration.
      2. **Registration Extension.** Registrar shall offer the prevailing URS complainant the option to extend the registration period for one additional year at commercial rates provided, however, that the Registrar must not renew a domain name to a URS complainant who prevailed for longer than one year.
      3. **Other Remedies.** Registrar shall not pursue other remedies in the event of a determination in favor of the complainant.
  14. **Compliance with Marketing Guidelines.** Registrar shall comply with Registry Operator’s marketing and branding guidelines for the Registry TLD, as may be established by Registry and communicated to Registrar from time to time.
  15. **Communication with Registrants.** Registrar grants Registry Operator and Registry Service Provider permission to contact Registrants for purposes related to the compliance with its Registry Policies, Verification, Eco Profile, Eco System and for the purpose of distributing important information regarding the use of Registry TLD and preserving the integrity of the Registry System.
  16. **Resellers.** Registrar may, at its discretion from time to time, designate reseller(s) that will be permitted to provide registrar services consistent with those permitted of Registrar under this Agreement (each a “**Reseller**”). Registrar shall enter into a paper or electronic agreement with each of its Resellers (a “**Reseller Agreement**”) to ensure Registrar’s compliance with this Agreement. All Reseller Agreements shall expressly require that the Reseller comply with all of the terms and conditions of this Agreement and all of Registrar’s covenants, obligations, representations and warranties as set forth in this Agreement. Registrar shall be primarily liable for all acts and omissions of its resellers as if the same were made by Registrar directly. Further, in its Reseller Agreement with each Reseller, Registrar shall require such Reseller to indemnify, defend and hold harmless Registry Operator and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Reseller; (ii) relating to any agreement, including Reseller's dispute policy, with any Registered Name Holder or registrar; or (iii) relating to Reseller's domain name registration business, including, but not limited to, Reseller's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. This identification obligation must be in writing and made to survive any termination or expiration of the Reseller Agreement and this Agreement. Registry Operator shall provide Registrar with notice of any such claim as soon as reasonably practicable after becoming aware of same, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Reseller or Registrar as may be applicable to defend such claim, provided that Registrar reimburses Registry Operator for Registry Operator’s actual and reasonable costs incurred in connection with providing such information and assistance. The indemnification obligation in the Reseller Agreement will provide that (i): the Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator’s prior written consent, which consent shall not be unreasonably withheld; and (ii) the Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

# Fees

* 1. **Amount of Registry Operator Fees.** Registrar agrees to pay the fees set forth in the Price List for services provided by Registry Operator and Registry Service Provider, which will be collected by Registry Operator (collectively, “**Fees**”). Registry Operator reserves the right to revise the Fees from time to time, provided that Registry Operator or Registry Service Provider shall provide notices to Registrar in compliance with Section 2.10 (Pricing for Registry Services) in the Registry Agreement.
  2. **Variable Fees.** Registrar agrees to pay Registry Operator the applicable variable fees assessed to the Registry Operator by ICANN, as permitted by Section 6.3 of the Registry Agreement, by no later thirty (30) days after the date of an invoice from Registry Operator or its Registry Service Provider for such fees.
  3. **Payment of Registry Operator Fees.** In advance of incurring Fees, Registrar shall establish a deposit account, or to enable post-Registration payment of Fees by Registrar, if agreed by Registry Operator or its Registry Service Provider in its discretion, a letter of credit or Credit Facility (as defined below) (collectively or individually the “**Payment Security**”). All Fees are due immediately (subject to the terms of the Credit Facility, if applicable) upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account or letter of credit or, if established, per the terms of the Credit Facility. Registry Operator shall provide monthly invoice statements to the Registrar.
  4. **Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or otherwise is in default of the terms of the Credit Facility, Registry Operator itself through its Registry Service Provider as applicable may do any or all of the following in its discretion: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete or transfer the domain names associated with any negative balance incurred or invoice not paid in full; (c) give written notice of termination of this Agreement pursuant to Subsection 8.2.1 (Termination for Cause); (d) pursue remedies available under the Credit Facility and (e) pursue any other remedy under this Agreement.
  5. **Credit Facility (post-Registration payment of Fees).** If Registrar establishes Payment Security under Registry Operator’s credit policies which are posted online by Registry Operator or Registry Service Provider or otherwise made available by Registry Operator to Registrar, as such policies may be supplemented, amended or replaced from time to time (the “**Credit Facility**”), Registrar acknowledges that certain remedies regarding all of the domain names associated with Registrar are available to Registry Operator under the Credit Facility in the case of the non-payment of Fees by Registrar.
  6. **Taxes.** All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

# Confidentiality and Intellectual Property

* 1. **Use of Confidential Information.** During the Term of this Agreement, each party (the “**Disclosing Party**”) may disclose its Confidential Information to the other party (the “**Receiving Party**”). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:
     1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.
     2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.
     3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
     4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
     5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.
     6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.
     7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.
  2. **Intellectual Property.**
     1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.
     2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

# Indemnities and Limitation of Liability

* 1. **Indemnification.**
     1. **Indemnification by Registrar.** Registrar will indemnify, defend and hold harmless Registry Operator and its affiliates, and their respective shareholders, directors, officers, employees, representatives, subcontractors and agents (collectively, the “**Registry Operator Indemnitees**”), and hold them harmless from and against any and all claims, suits, actions, proceedings, assessments, losses, demands, actions or other proceeding of any nature and any costs or expenses incurred with respect thereto (“**Claims**”) brought against any such party(ies) based on or arising from: (i) any product or service of Registrar; (ii) any agreement of Registrar, including Registrar's dispute policy, with any Registered Name Holder or registrar; (iii) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, Fees charged, billing practices and customer service; (iv) any breach of the representations, warranties or covenants in this Agreement by the Registrar; and (v) the negligence, fraud and/or wilful misconduct of Registrar. Registry Operator shall provide Registrar with notice of any such Claim as soon as reasonably practicable after becoming aware of same, and upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim, provided that Registrar reimburses Registry Operator for Registry Operator’ actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim without Registry Operator’s prior written consent, which consent shall not be unreasonably withheld.
     2. **Indemnification by Registry Operator.** Registry Operator will indemnify, defend and hold harmless Registrar and its affiliates, and their respective shareholders, directors, officers, employees, representatives and agents, against any and all Claims brought against any such party(ies) based on or arising from (i) the Registry Operator’s breach of its obligations under this Agreement; and (ii) the negligence, fraud and/or wilful misconduct of the Registry Operator. Registrar shall provide Registry Operator with notice of any such claim as soon as reasonably practicable after becoming aware of same, and upon Registry Operator’s written request, Registrar will provide to Registry Operator all available information and assistance reasonably necessary for Registry Operator to defend such Claim, provided that Registry Operator reimburses Registrar for Registrar’s actual and reasonable costs incurred in connection with providing such information and assistance. Registry Operator will not enter into any settlement or compromise of any such indemnifiable Claim without Registrar’s prior written consent, which consent shall not be unreasonably withheld.
  2. **Representation and Warranty.** Registrar represents and warrants that: (i) it is an entity duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar; (iv) it is accredited by ICANN or its successor and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.
  3. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE REGISTRY OPERATOR INDEMNITEES, FOR ANY DAMAGES ON ANY BASIS, IN CONTRACT OR TORT, OR OTHERWISE, OF ANY KIND OR ANY NATURE WHATSOEVER, ARISING IN RESPECT OF THIS AGREEMENT, HOWSOEVER CAUSED, INCLUDING DAMAGES OF ANY KIND AND NATURE CAUSED BY THE REGISTRY OPERATOR’S NEGLIGENCE, TO EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID BY REGISTRAR TO REGISTRY OPERATOR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD, OR (ii) US$100,000.
  4. **Disclaimer of Warranties.** THE REGISTRAR GUIDE AND ALL OTHER ITEMS PROVIDED BY THE REGISTRY OPERATOR TO THE REGISTRAR THROUGH ITS REGISTRY SERVICE PROVIDER HEREUNDER ARE PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY LAW, REGISTRY OPERATOR AND REGISTRY SERVICE PROVIDER EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR AND REGISTRY SERVICE PROVIDER DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR GUIDE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR GUIDE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR GUIDE WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR AND REGISTRY SERVICE PROVIDER DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR GUIDE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR GUIDE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.
  5. **Reservation of Rights.** Registry Operator reserves the right to, itself or through the Registry Service Provider, deny, cancel or transfer any registration or transaction, or place any domain name on server hold, registry lock or similar status, that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the Registry System and the Registry TLD; (2) to comply with any applicable laws, rules or requirements of ICANN, any governmental or administrative entity, requests of law enforcement, or any judgment, decree or order of any court, administrative agency or other dispute resolution process; (3) to avoid any liability, whether civil or criminal, on the part of the Registry Operator Indemnitees, and employees; (4) in accordance with the terms of the registration agreement and all Registry Policies in particular the .eco Acceptable Use Policy (5) as part of Verification procedures, in particular that Registered Names will remain on server hold, registry lock or similar status until after the successful completion of the Verification procedures; or (6) to correct mistakes made by the Registry Operator, the Registry Service Provider or any Registrar in connection with a domain name registration. Registry Operator and the Registry Service Provider also reserve the right to place a domain name on server hold, registry hold, registry lock, or similar status during resolution of a dispute.

# Dispute Resolution and Governing Law

* 1. **Dispute Resolution.** Disputes arising under or in connection with this Agreement shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the City of Vancouver, British Columbia, Canada. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the Supreme Court of British Columbia sitting in the City of Vancouver; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the jurisdictions identified above, which shall not be a waiver of this arbitration agreement.
  2. **Governing Law.** This Agreement, and all related matters are and will be governed by, and construed and interpreted solely in accordance with the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws and excluding any law that implements the United Nations Convention on Contracts for the International Sale of Goods.

# Term and Termination

* 1. **Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to this Agreement are approved or adopted by ICANN, Registrar may, at its option within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have accepted the revisions to this Agreement effective pursuant to the terms of notice from Registry Operator.
  2. **Termination.** This Agreement may be terminated as follows:
     1. **Termination for Cause.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.
     2. **Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving Registry Operator thirty (30) days’ notice of termination.
     3. **Termination upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
     4. **Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that Registry Operator’s Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1 of this Agreement.
     5. **Termination in the Event of Insolvency or Bankruptcy.** Registry Operator may terminate this Agreement if Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.
  3. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:
     1. Registry Operator through its Registry Service Provider will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.
     2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.
     3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.
     4. In the event of termination in accordance with the provisions of Sections 8.1 or 8.2, or upon the exercise of its rights under section 6.5, Registry Operator reserves the right to itself or through its Registry Service Provider immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.
     5. All Fees owing to Registry Operator shall become immediately due and payable.
  4. **Survival.** In the event of termination of this Agreement, the following shall survive:

Subsections 2.6, 3.4, 3.6, 3.16, 4.3, 4.4, 5, 6, 7, 8, 9. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

# Miscellaneous

* 1. **Assignments**.
     1. **Assignment to Successor Registry Operator.** In the event the Registry Operator’s Registry Agreement is terminated or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator’s rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty (60) days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.
     2. **Assignment in Connection with Assignment of Agreement with ICANN.** In the event that Registry Operator’s Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator’s rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.
     3. **Other Assignments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, provided however that Registry Operator may assign its rights and obligations under this Agreement to an entity which Registry Operator controls, is controlled by, or in relation to which it is under common control.
  2. **Notices.** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by facsimile during business hours) to the address or facsimile number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registrar Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facsimile Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With copy to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Registry:

Big Room Inc.

1231 Pacific Boulevard, Suite 581

Vancouver, B.C. Canada, V6Z 0E2

FAO: The Registrar Manager

Email address: legal@bigroom.ca

* 1. **Third-Party Beneficiaries.** The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.
  2. **Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.
  3. **Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a “**Force Majeure Event**”) including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such party uses best efforts to avoid or remove such causes of non-performance as soon as possible.
  4. **Amendments.** Except as provided in 9.1, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.
  5. **Waivers.** No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
  6. **Entire Agreement.** This Agreement including documents incorporated by reference constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
  7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, each party agrees that such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.
  8. **Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company** | Big Room Inc. | **Company** |  |
| **Signed** |  | **Signed** |  |
| **Name** |  | **Name** |  |
| **Title** |  | **Title** |  |

# Schedule A: Price List

## Domain-Name Initial Standard and Premium Registration Fee

Registry Operator will charge a fee per annual increment of an initial registration of a Registered Name (the “**Initial Registration Fee**”). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The Registry Operator’s Fee Schedule includes Standard and Premium Initial Registration Fees. **The current Initial Standard Registration Fee as of the Effective Date is US$50.00.** The current Initial Premium Registration Fees are in price tier groups, listed in the Registry Operator’s fee table in clause 12.

## Domain-Name Standard and Premium Renewal Fees

Registry Operator will charge a fee per annual increment of a renewal of a registration of a Registered Name (the “**Renewal Fee**”). The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The Registry Operator’s Fee Schedule includes Standard and Premium Renewal Registration Fees. **The current Standard Renewal Fee as of the Effective Date is US$50.00.** The current Premium Renewal Registration Fees are in price tier groups, listed in the Registry Operator’s fee table in clause 12.

## Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, Registry Operator will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator will charge a Renewal Fee for the requested extension as provided in paragraph 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

## Bulk Transfers

For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Registry Operator US$0.00 (for transfer of 50,000 names or fewer) or US$50,000.00 (for transfers of more than 50,000 names).

## Partial Bulk Transfers After Partial Portfolio Acquisition

Partial bulk transfer is not currently offered by the Registry. If subsequently offered subject to ICANN approval fees shall be determined after approval of the service by ICANN.

## Restore Fee

Registrar shall pay Registry Operator a fee (the “**Restore Fee**”) per Registered Name restored during the Redemption Grace Period; provided that Registry Operator reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The current Restore Fee as of 1 June 2022 is US$0.00 per Registered Name Restored.

Registry Operator reserves the right to increase the Fees set forth above prospectively upon such notice as specified per section 4.1 of this Agreement. A schedule of current Fees is available from the Registry Operator on request.

## Registry Operator Fee Table

**Standard .eco domains**

|  |  |  |
| --- | --- | --- |
| **Registration** | **Price (US$)** | **Renewals / Transfers** |
| General Availability | 50.00 | 50.00 |

**Premium .eco domains**

|  |  |  |
| --- | --- | --- |
| **Tiers** | **Price (US$)** | **Renewals / Transfers** |
| 1 | 7,500.00 | 50.00 |
| 2 | 3,500.00 | 50.00 |
| 3 | 1,500.00 | 50.00 |
| 4 | 500.00 | 50.00 |
| 5 | 150.00 | 50.00 |

# Schedule B: .eco Registry Policies

# Introduction

These policies set out the purpose and principles of the .eco gTLD (“**.eco**”), expressed via its rules of registration, activation, launch, and on-going operation, including policies implementing the Eco Profiles and associated Eco System (collectively, “**.eco Policies**”).

The term “eco” is widely recognised and globally accepted as a well-known short form meaning “not harming the environment”. The objective of .eco is to be an active expression of the “eco” goals, values and interests of the Community.

A global consensus on these policies was achieved by a representative multi-stakeholder council of Community organizations through a series of individual interviews, teleconferences and in-person meetings convened from August 2009 through to October 2010, and will be updated over time through .eco Policies. This consensus has been endorsed by over 50 of the world’s leading environmental organizations and networks.

The result is a policy framework designed to foster adoption of .eco as a trusted indicator of commitment to sustainability.

The following policies will be implemented and managed by Big Room as the .eco Registry, in coordination with the Dot ECO Global Community Organization (the “**.eco Organization**”), as the recognized member organization for .eco and .eco Registrants.

# 

# Purpose and Principles

## Purpose

**.Eco will:**

1. allow those individuals and entities that have an affinity and commitment to sustainability to join that community by identifying themselves as such.
2. utilize the power of the internet to foster transparency, information sharing, communication and exchange of ideas to promote sustainability amongst community members and those who are exploring that opportunity.
3. provide information and resources to help expand the sustainability community by attracting and encouraging participation by entities that do not currently identify themselves as part of the community.

## Principles

The Principles underpinning this Purpose are:

### The Principle of Transparency and Accountability

.Eco supports and implements transparency and accountability best practice by requiring .eco Registrants to abide by the following commitments:

* maintaining an accurate Eco Profile by updating or reviewing that Eco Profile at least annually;
* linking their .eco website to their Eco Profile (if the two are separate);
* providing accurate contact information to the Registry; and
* submitting to verification of their Eco Profile if requested by the Registry.

### The Principle of Inclusiveness

While there is an existing, delineated, historically significant sustainability or “eco” community, part of the purpose for .eco is to continue to be more diverse and inclusive in order to advance the concept and practice of sustainable development.

### The Principle of Improvement

.Eco fosters improvement over time by recognizing that registering a .eco domain name does equate to having achieved sustainability, and that continuous efforts towards sustainable development is necessary.

# 

# Registration Rules

.Eco domain names may be registered for a period of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Registry accepts the request for registration submitted by the Registrar.

All .eco domain names:

* must consist exclusively of 26 letters of the Latin alphabet, the numbers 0-9, and hyphens;
* cannot begin or end with a hyphen;
* cannot contain hyphens in the third and fourth character positions (e.g., “zk--7b6n3j9n” or “ip--pof156j”);
* must contain at least 1 character and cannot exceed 63 characters (excluding the TLD); and
* are subject to the .eco Reserved Domain Names Policy.

ALL .ECO DOMAIN NAMES WILL BE FIRST REGISTERED WITH “SERVER HOLD” STATUS PENDING THE COMPLETION OF THE MINIMUM REQUIREMENTS OF THE ECO PROFILE, NAMELY, THE .ECO REGISTRANT AFFIRMING THEIR COMPLIANCE WITH THE .ECO ELIGIBILITY POLICY AND PLEDGING TO SUPPORT POSITIVE CHANGE FOR THE PLANET AND TO BE HONEST WHEN SHARING INFORMATION ON THEIR ENVIRONMENTAL ACTIONS. WHEN THESE STEPS HAVE BEEN TAKEN THE .ECO DOMAIN WILL BE IMMEDIATELY ACTIVATED BY THE REGISTRY.

PROXY AND PRIVACY REGISTRATIONS ARE PERMITTED; HOWEVER TO ACTIVATE A .ECO DOMAIN NAME THE .ECO REGISTRANT WILL HAVE TO SUBMIT (AND MAINTAIN) A PUBLIC ECO PROFILE WHICH INCLUDES ACCURATE .ECO REGISTRANT DATA OR, IN THE ALTERNATIVE, ACCURATE .ECO USER DATA IN LINE WITH .ECO PROFILE POLICY.

The Registry will not implement IDNs at this current time but reserves all rights to do so at a later date.

# 

# Reserved Names Policy

The Registry may reserve (e.g. withhold from registration or allocate to itself), restrict, or block certain domain names from registration (“**Reserved List**”). The Registry may add or remove domain names from its Reserved List at any time. This Reserved List of domain names shall generally consist of:

* names reserved for Registry operations and other purposes, including without limitation, certain premium names retained for use by Registry’s strategic partners;
* names of a controversial nature, e.g. those on green-washing watch lists, as defined by the Registry;
* names reserved to comply with ICANN requirements such as, but not limited to, Specification 5 of the .eco Registry Agreement;
* premium names including generic names and keywords for later release by the Registry;
* names that are temporarily unavailable due to processing delays from Sunrise or pending verification, or for other reasons; and
* names reserved for its Keyword Grants as described below:

## Keyword Grants

The .eco Organization will approve a list of community-priority keyword .eco domain names and will work with the Registry to develop a granting program for them (Keyword Grants). .Eco names allocated under this program will be licensed to the grantees for an agreed term. All such names will be reviewed by the Registry at minimum every two years against their respective use plans.

# 

# Registration of Letter/Letter Two-Character ASCII Labels Policy

## Registration Policy

Registrants of a letter/letter two-character ASCII label .eco domain name represent that they will take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with a government or country-code manager where such affiliation, sponsorship or endorsement does not exist.

## Post-Registration Complaint Investigation

The Registry shall take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ASCII domain name. In responding to such reports, the Registry will not be required to take any action in contravention of applicable law.

## Exclusive Availability Pre-Registration Period

The Registry reserves the right to implement a 30-day period in which registration of letter/letter two-character ASCII labels that are country codes, as specified in the ISO 3166-1 alpha-2 standard, will be made exclusively available to the applicable country-code manager or government. All registrations will remain subject to compliance with all other requirements in the Registry Agreement, such as community TLD policies pursuant to Specification 12 of the Registry’s Registry Agreement, or the Trademark Clearinghouse Rights Protection Mechanism Requirements. If the Registry, in its sole discretion, does implement such an Exclusive Availability Pre-Registration Period, the Registry commits to affirmatively reaching out to those country-code managers and governments to provide notice of the Exclusive Availability Pre-Registration Period, including dates and registration process.

# 

# Eligibility Policy

In line with .eco Purpose and Principles, all .eco domain names will be registered with “Server Hold” status until the Registrant affirms their Eligibility (as defined by this .eco Eligibility Policy) when completing their Eco Profile.

Once a Registrar submits a .eco domain name registration request to the Registry, the Registry will contact the Registrant by email (with a copy to the Registrant’s Registrar) inviting them to complete an Eco Profile affirming their Eligibility OR where a different person or entity is using the .eco domain name (typically where the domain name owner is different from the website owner), the Eligibility of the User. Affirming Eligibility forms part of the Minimum Requirements for completion of the Eco Profile and Activation of a .eco domain name.

## Eligibility through Membership of the .eco Organization

The Dot ECO Global Community Organization (the “**.eco Organization**”) is incorporated under the Canada Not-for-profit Corporations Act. The .eco Organization is the representative body of the global environmental community (the “**Community**”) in relation to .eco. It supports the Community’s goals of transparency, inclusiveness and improvement, and the management of .eco for the long-term benefit of the Community.

During the creation of a .eco Profile all .eco Registrants will be offered free membership in the .eco Organization. According to its bylaws, membership in the .eco Organization is open to entities and natural persons that are committed to a respectful, responsible and sustainable use of the environment.

Membership of the .eco Organization confers Eligibility upon .eco Registrants. The .eco Organization falls within Eligibility Category 1(a) below and provides access to business entities through Eligibility Category 2(a)(i) below and natural persons through Eligibility Category 4(a) below.

## Other Eligibility Categories

### Organizations

1. Not-for-profit mission-based organizations, both small and large, that work for the good of the planet. Specific criteria include:
   1. Not-for-profit environmental organizations that affirm and can provide proof on request of their: Environmental mission/purpose and their legal status; OR,
   2. Accreditation as such by United Nations agencies.
2. Businesses of all sizes committed to providing products and services that encourage positive environmental change. Specific criteria include: For-profit business entities that affirm and can provide proof on request of the following:
   1. Membership in environmental organizations and initiatives including: i) Organizations that fall under the categories in 1(a) or (b); or ii) The United Nations Global Compact; or iii) Other memberships approved by the .eco Organization
   2. Accreditation by voluntary environmental certifications, standards and reporting systems of: i) Organizations that fall under the categories in 1(a) or (b); or ii) UN member states, national and sub-national governmental bodies and entities; or iii) The International Organization for Standardization; or iv) Other certification, standards and reporting systems approved by the .eco Organization.
3. Government bodies that support sustainability through programs, infrastructure and funding amongst other policies and actions. Specific criteria include: Governments, including environment-related departments and initiatives of UN member states, national and sub-national governmental bodies, and UN bodies.
4. 4. People who participate in and support environmental change through membership, financial support or donating their time, as well environmental professionals who contribute to positive environmental change through their work. Specific criteria include: Natural persons that:
   1. affirm and can provide proof on request of membership of, financial support for, volunteer time for, or accreditation by organizations within categories in 1(a) or (b); or,
   2. are holders of certified environmental professional qualifications approved by the .eco Organization; or
   3. are academics or scientists employed by or affiliated with recognized universities.
5. Farms and other producers of agricultural products that achieve EU organic production and labelling standards. Specific criteria: Any entity providing evidence of full compliance with the requirements of European Union Regulation (EC) No 834/20071, shall be eligible to become a .eco Registrant.

#### A Commitment to Comply with Applicable Consumer Protection Laws and Regulations

Affirming eligibility also requires all .eco Registrants to acknowledge when completing their Eco Profile they will comply with applicable consumer protection laws and regulations when the word “eco” is used to describe environmental characteristics or to imply environmental benefit associated with a product or service.

# 

# Minimum Requirements to Activate a .Eco Domain Registration Policy

To activate a .eco domain name (i.e., have its Registry status changed from “Server Hold” to “Delegated”), the .eco Registrant or someone duly authorised by the .eco Registrant must complete the following two (2) steps within the .eco domain name’s Eco Profile.

1. Affirm the Eligibility\* of the .eco Registrant (OR where a different person or entity is using the .eco domain name, typically where the domain name owner is different from the website owner, the Eligibility of the User). *(\* see the .Eco Eligibility Policy)*
2. Take a pledge to show their commitment to uphold the Purpose and Principles of .eco (“**the Pledge**”):

|  |
| --- |
| *“I/we pledge to support positive change for the planet and to be honest when sharing information on environmental actions.”* |

These Minimum Requirements apply to all .eco domain names, including those registered in the Sunrise Period.

# 

# Eco Profile Policy

In addition to affirming Eligibility for a .eco domain and taking the Pledge, the Eco Profile also provides the opportunity for a .eco Registrant (or User) to enter optional additional information about their environmental interests and activities.

.Eco Registrants (or Users) will be asked questions as part of the completion of their Eco Profile on their efforts to support environmental, goals, values and interests.

Questions will be tailored to the nature of the Eligibility of the .eco Registrant (or User) and will employ simple methods designed to foster engagement and action and minimize abandonment.

Such optional additional information will relate to topics including: the length of time the .eco Registrant (or User) has been operating; the location(s) of their activities; their “eco” interests; an environmental mission statement; etc.

Answers to these questions will be displayed on the respective .eco domain name’s Eco Profile within the Eco System.

Corresponding Eco Profiles should be accessible via a link from all websites resolving from a .eco domain name, and will also be searchable and accessible through the Eco System.

Archived versions of past Eco Profiles will also be available through the Eco System to demonstrate progress over time, in line with .eco’s Improvement Principle.

The Eco System will create a unique resource of freely available, current environmental information.

.Eco Registrants (or Users) of Activated .eco domain name are required to:

* update or review their Eco Profiles at least annually, and show continued commitment and actions toward sustainability over time;
* display environmental community-related content on and use their second-level domains under .eco and Eco Profiles in a manner that supports environmental goals, values and interests; and
* provide content on and use their .eco second-level domains and Eco Profiles in a manner that is accurate, non-deceptive, and reliable (such content and use must also encourage environmental awareness and action on sustainability).

The Registry will report annually on the Eco System to the .eco Organization.

## Comments on Eco Profiles

The Eco System provides a facility for .eco Registrants, Users and other members of the public to comment on the content of Eco Profiles. .Eco Registrants (or Users) whose .eco domain name is associated with an Eco Profile will be able to control the publication of such comments. The .eco Organization will publish commenting guidelines and will be able to moderate all uses of the Eco System comment facility, and at its sole discretion delete comments, deactivate the facility, and/or block participants.

# 

# Eco Profile Compliance Policy

## Eco Profile Verification

In order to maintain the integrity of the Eco Profiles and Eco System the .eco Registry will proactively verify for compliance with the .eco Eligibility and Eco Profile Policies a proportion of the Eco Profiles of Activated .eco domain names.

.Eco Registrants and Users with Eco Profiles that the Registry has not selected for verification may through their Eco Profile request the Registry to conduct verification.

Eco Profiles that have passed verification by the Registry will publically indicate that they have passed verification by the Registry.

Registrants and Users also have the facility to publically indicate if the information in their Eco Profile has been independently verified and, if so, include details of the independent verifier and validity/expiry dates of that verification.

The Registry may notify Registrants and Users with Eco Profiles that contain data that the Registry finds during its verification to be inaccurate, misleading or in any other ways problematic; such findings being at the sole discretion of the Registry. The Registry will provide guidance by email to the Registrant or User (with a copy to the Registrant’s Registrar) on curing such deficiencies and in doing so will provide at least two (2) reminders in that regard.

## Third Party Complaints

The Eco System provides a facility for other .eco Registrants and Users and the public to report inaccurate, misleading or in any other ways problematic Eco Profile content to the Registry. At its sole discretion the Registry will evaluate such reports. The Registry may provide guidance by email to the respective Registrant or User (with a copy to the Registrant’s Registrar) on curing such deficiencies in their Eco Profile and in doing so will provide at least two (2) reminders in that regard.

## Sanctions

In the case of both Eco Profile Verification carried out by the Registry or Third Party Complaints, the Registry may place on “Server Hold” status .eco domain names with Eco Profiles that have been provided curative guidance by the Registry and after at least two (2) reminders retain deficiencies, such deficiencies being at the sole discretion of the Registry. In such cases the .eco Registrant will be notified accordingly by the Registry (with a copy to the Registrant’s Registrar).

In addition, the Registry reserves the right to immediately place on “Server Hold” status .eco domain names with Eco Profiles that in its sole discretion risk causing confusion or detriment to the Registry, Registrants, Users or members of the public.

THESE SANCTIONS DO NOT LIMIT THE APPLICABILITY OF OR ANY ACTIONS AVAILABLE TO THE REGISTRY UNDER THE .ECO ACCEPTABLE USE POLICY AND IN THE EVENT OF CONFLICT BETWEEN THE .ECO ACCEPTABLE USE POLICY AND THE .ECO COMPLIANCE POLICY THE .ECO ACCEPTABLE USE POLICY WILL PREVAIL.

## Community Eligibility Dispute Resolution (“**CEDR**”)

Registrants of .Eco domain names on “Server Hold” status as an outcome of Eco Profile Verification by the Registry or a Third Party Complaint may refer the Eco Profile Verification or Third Party Complaint, as applicable, to CEDR. Such Registrants will be provided with instructions (with a copy to the Registrant’s Registrar) on instigating CEDR.

Third Party Complainants with complaints related to Eco Profiles of Active .eco domain names (i.e. .eco domain name registrations not on “Server Hold” status) which are not resolved to the satisfaction of the Third Party Complainant through the Third Party Complaints process may refer the Third Party Complaint to CEDR. Such Third Party Complainants will be provided with instructions on instigating CEDR.

### The First Stage of CEDR

The first stage of CEDR will consist of the Registry (or a party contracted by the Registry) reviewing the relevant Eco Profile and relevant correspondence between the Registry and the .eco Registrant and/or Third Party Complainant, as applicable, and provide a report to the .eco Registrant and/or Third Party Complainant, as applicable, setting out its review of the matter and its reasoning as to why the domain will either remain on “Server Hold” or Activated status or have its status changed to “Server Hold” or Activated.

### The Second / Final Stage of CEDR

If the First Stage of CEDR does not resolve the matter to the satisfaction of the .eco Registrant or the Third Party Complainant, as applicable, they will have the opportunity through the Registry, with instructions provided at the time by the Registry (with a copy to the Registrant’s Registrar where applicable), to refer the matter to an independent arbiter approved and appointed by the Registry. This referral will require the payment of a fee by the referrer and the referrer must submit a written explanation to the arbiter why the referrer believes that the report and outcome from the First Stage of CEDR is incorrect. The arbiter will then issue to the referrer and the Registry its findings and guidance on the matter and the Registry will act accordingly.

The .eco Registrant and/or the Third Party Complainant, as applicable, agrees to be bound by the outcome of the Second Stage of CEDR and will have no further recourse under the .eco Policies.

The Registry reserves the exclusive right should the Second Stage of CEDR not resolve the matter to the satisfaction of the Registry to refer the matter to the .eco Organization for a final decision, which will be binding on the Registry and on the .eco Registrant and/or the Third Party Complainant, as applicable.

ALL COMPLAINTS UNDER THIS ECO PROFILE COMPLIANCE POLICY INCLUDING THOSE THAT RESULT IN CEDR OR A DECISION BY THE .ECO ORGANIZATION WILL RELATE ONLY TO THE ECO PROFILE CONTENT AND THE REGISTRY SANCTION UNDER THIS ECO PROFILE COMPLIANCE POLICY OF PLACING THE RELEVANT .ECO DOMAIN ON “SERVER HOLD”. THE REGISTRANT’S REGISTRATION AGREEMENT WITH ITS REGISTRAR IS UNRELATED AND UNAFFECTED AND REGISTRARS ARE NOT REQUIRED TO TAKE ANY ACTION BUT REGISTRARS WILL BE COPIED ON ALL RELATED CORRESPONDENCE, WHICH WILL BE BY EMAIL.

### Transparency

The Registry’s process for evaluating and resolving complaints and results of disputes under this Eco Profile Compliance Policy will be made public. An annual report of all complaints and actions taken will be made available to the .eco Organization.

### Domain Name Cancellation

.Eco domain names that have been on “Server Hold” status for longer than twelve (12) months either from their date of registration or after Activation due to Eco Profile Policy Sanctions or for other reasons may be subject to cancellation by the Registry. Registrants of such .eco domain names will be given at least thirty (30) and then ten (10) days’ notice by email (with a copy to the Registrant’s Registrar) requesting them to Activate the .eco domain name and providing final curative guidance if the .eco domain name is in Server Hold status because of Eco Profile Policy Sanctions before such cancellation takes effect.

# 

# Launch Plan

.eco will launch in accordance with the following schedule:

**.eco Launch Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Phase** | **Duration** | **Start date** | **End date** |
| Sunrise | 60 days | 2017-02-01 16:00 UTC | 2017-04-02 16:00 UTC |
| Closed Period | 14 days | 2017-04-02 16:00 UTC | 2017-04-18 16:00 UTC |
| General Availability | Ongoing | 2017-04-18 16:00 UTC | Ongoing |

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# General Availability

Upon the commencement of General Availability, available names will be allocated on “Server Hold” status on a first-come first-served basis subject to .eco Policies and ICANN requirements. A Closed Period of fourteen (14) days will precede General Availability following the end of the Sunrise Period.

# Dispute Policies

All Registrants agree to participate in and abide by any determinations made as part the

Registry’s dispute resolution procedures, including:

1. Uniform Domain Name Dispute Policy (https://www.icann.org/resources/pages/help/dndr/udrp-en),
2. Uniform Rapid Suspension Policy (https://newgtlds.icann.org/en/applicants/urs),
3. Transfer Dispute Resolution Policy (https://www.icann.org/resources/pages/tdrp-2016-06-01-en), and
4. Community Eligibility Dispute Resolution (CEDR)

All dispute policies will be referenced on the Registry website at https://go.eco/policies/

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# IP Claims Notification

The Registry will send IP Claims Notifications in accordance with the ICANN and TMCH policies during the Sunrise Period and for the first ninety (90) days of General Availability. During this timeframe, each Registrar is required to provide notice to all applicants for a .eco domain name that matches a trademark record verified by the TMCH. In the event an applicant proceeds to registration, a notification is sent to the holder of the TMCH record. Such applicant may further be deemed on notice of the intellectual property claims corresponding to the TMCH record.

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# Privacy Policy

The Registry, having considered the applicable laws on data protection principles, adopts the following privacy policies:

1. Personal data shall be processed fairly and lawfully
2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes
3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed
4. Personal data shall be accurate and, where necessary, kept up to date
5. Personal data processed for any purpose or purposes shall be kept for no longer than is necessary for that purpose or those purposes
6. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

## Relationship with Registrars

Domain names are distributed through Registrars, accredited by ICANN, and who have entered into a Registry-Registrar Agreement with the Registry. These Registrars are agents who register domain names on behalf of their customers, and typically provide additional services (such as web hosting, email, and SSL certificates). Registrars have broad powers to register, delete, and modify the domain names that are registered for their customers, and use a variety of automated and manual tools to do so.

The Registry-Registrar Agreement requires that Registrars ensure that their connection to the Registry System is secure, and that all data exchanged between them is protected. However, the Registry cannot ensure or guarantee the security of Registrars’ systems. Registrants should contact their Registrar if they have any questions or concerns about how the Registrar processes, stores and transmits their personal information.

## Information collected by the Registry

All domain names registered in .eco have to be associated with the following information:

1. **Registrant**: the legal owner of the domain name
2. **Administrative Contact**: the entity authorised by the Registrant to interact with the Registrar on behalf of the Registrant
3. **Technical Contact**: the entity authorised by the Registrant to maintain the technical operations of the domain name
4. **Sponsoring Registrar**: The entity authorised by the Registrant to register and manage the domain
5. **Name servers**: the domain name servers to which the domain must be delegated in order to function

The following information may also be provided:

1. **Billing Contact**: the entity authorised by the Registrant that is responsible for payment of registration and renewal fees to the Registrar
2. **DNSSEC DS records**: digests of the DNSSEC Secure Entry Point (SEP) for the domain name

The Registrant and the Administrative, Technical and Billing Contacts described above include the following verified information:

1. Contact Name/Role
2. Organisation
3. Street Address
4. City
5. State/Province
6. Post code
7. Country
8. Phone
9. Fax
10. Email

The Registrar provides this information to the Registry when the domain is registered.

Registrars can also amend the above information at any time during the lifetime of the domain registration. The Registrar does not share with the Registry the Registrant’s methods of payment or such other information about services a Registrant may have with a given Registrar.

At the point of registration, the Registry also stores the following information:

1. The creation date of the domain
2. The expiry date of the domain
3. Status codes used for Registry operations including, but not limited to, lock the domain, or prohibit updates
4. A random authorisation code used for transfers

The Registry may also collect and retain information voluntarily supplied by applicants under its dispute procedures, Keyword Grants Program, its Eco Profile and Eco Policies or to support premium names applications. Such information may also be shared with third parties charged with the review of such applications and verification services or for the conduct of such dispute resolution procedures. The Registry will have such information as provided voluntarily in order to verify the Eligibility of the Registrants or Users of .eco domain name(s), any other requirements under the .eco Policies, in particular, the Eco Profile policy, and the Eco System.

## Information not collected by the Registry

The Registry does not receive or store any of the following information:

1. The IP address of the Registrar’s customer
2. Any credit card information supplied by the Registrant to its Registrar
3. Any passwords used by the Registrant to access the Registrar’s website

## How information is stored

Domain name registration information is stored in a central database. This database is hosted in a secure co-location facility and is protected by enterprise-grade firewalls.

The Registry takes regular backups of the database to ensure continuity of service. All backups are stored in an encrypted format and are transmitted to off-site locations using encrypted communications channels to prevent unauthorised access.

## How information is used

The Registry uses the domain name, name servers, and DNSSEC DS records (if any) to publish DNS zone files to facilitate the functioning of the domains. This information can be queried through the Registry’s public DNS servers. Third parties can also access copies of the zone files after signing an agreement.

The Registrant, Administrative, Technical and Billing Contact information is published via the Whois service. The Whois system is a standard service operated by all domain name registries and Regional Internet Registries (RIRs) and is used by third parties to obtain information about registered domain names, and has a variety of uses, including:

1. Supporting the security and stability of the Internet by providing contact points for network operators and administrators, including ISPs, and certified computer incident response teams;
2. Determining the registration status of domain names;
3. Assisting law enforcement authorities in investigations for enforcing national and international laws;
4. Assisting in combating abusive uses of information communication technology;
5. Facilitating enquiries and subsequent steps to conduct trademark research and to help counter intellectual property infringement;
6. Contributing to user confidence in the Internet by helping users identify persons or entities responsible for content and services online; and
7. Assisting businesses, other organizations and users in combating fraud, complying with relevant laws and safeguarding the interests of the public.

The Registry uses the Registrant, Administrative, Technical and Billing Contact information to contact the appropriate entities when dealing with the following issues, without limitation:

1. Processing applications for domain names
2. Non-payment of registration or renewal fees by the Registrar
3. Misdirected SSL certificate requests
4. Complaints of trademark or copyright infringement, malware, fraud or spam

## An example of a typical Whois record

Example output from whois.nic.eco:

|  |
| --- |
| Domain Name: bigroom.eco  Registry Domain ID: 18745-ECO  Registrar WHOIS Server: whois.nic.eco  Registrar URL: www.bigroom.eco  Updated Date: 2022-01-26T21:09:29Z  Creation Date: 2016-12-12T21:04:25Z  Registry Expiry Date: 2022-12-12T21:04:25Z  Registrar: Big Room Inc. (Billable)  Registrar IANA ID: 9998  Registrar Abuse Contact Email:  Registrar Abuse Contact Phone:  Domain Status: serverDeleteProhibited https://icann.org/epp#serverDeleteProhibited  Domain Status: serverTransferProhibited https://icann.org/epp#serverTransferProhibited  Domain Status: serverUpdateProhibited https://icann.org/epp#serverUpdateProhibited  Registry Registrant ID: REDACTED FOR PRIVACY  Registrant Name: REDACTED FOR PRIVACY  Registrant Organization: Big Room Inc.  Registrant Street: REDACTED FOR PRIVACY  Registrant City: REDACTED FOR PRIVACY  Registrant State/Province: BC  Registrant Postal Code: REDACTED FOR PRIVACY  Registrant Country: CA  Registrant Phone: REDACTED FOR PRIVACY  Registrant Phone Ext: REDACTED FOR PRIVACY  Registrant Fax: REDACTED FOR PRIVACY  Registrant Fax Ext: REDACTED FOR PRIVACY  Registrant Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name  Registry Admin ID: REDACTED FOR PRIVACY  Admin Name: REDACTED FOR PRIVACY  Admin Organization: REDACTED FOR PRIVACY  Admin Street: REDACTED FOR PRIVACY  Admin City: REDACTED FOR PRIVACY  Admin State/Province: REDACTED FOR PRIVACY  Admin Postal Code: REDACTED FOR PRIVACY  Admin Country: REDACTED FOR PRIVACY  Admin Phone: REDACTED FOR PRIVACY  Admin Phone Ext: REDACTED FOR PRIVACY  Admin Fax: REDACTED FOR PRIVACY  Admin Fax Ext: REDACTED FOR PRIVACY  Admin Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name  Registry Tech ID: REDACTED FOR PRIVACY  Tech Name: REDACTED FOR PRIVACY  Tech Organization: REDACTED FOR PRIVACY  Tech Street: REDACTED FOR PRIVACY  Tech City: REDACTED FOR PRIVACY  Tech State/Province: REDACTED FOR PRIVACY  Tech Postal Code: REDACTED FOR PRIVACY  Tech Country: REDACTED FOR PRIVACY  Tech Phone: REDACTED FOR PRIVACY  Tech Phone Ext: REDACTED FOR PRIVACY  Tech Fax: REDACTED FOR PRIVACY  Tech Fax Ext: REDACTED FOR PRIVACY  Tech Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name  Registry Billing ID: REDACTED FOR PRIVACY  Billing Name: REDACTED FOR PRIVACY  Billing Organization: REDACTED FOR PRIVACY  Billing Street: REDACTED FOR PRIVACY  Billing City: REDACTED FOR PRIVACY  Billing State/Province: REDACTED FOR PRIVACY  Billing Postal Code: REDACTED FOR PRIVACY  Billing Country: REDACTED FOR PRIVACY  Billing Phone: REDACTED FOR PRIVACY  Billing Phone Ext: REDACTED FOR PRIVACY  Billing Fax: REDACTED FOR PRIVACY  Billing Fax Ext: REDACTED FOR PRIVACY  Billing Email: Please ask the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Other contacts of the queried domain name  Name Server: ns-1016.awsdns-63.net  Name Server: ns-1081.awsdns-07.org  Name Server: ns-1799.awsdns-32.co.uk  Name Server: ns-287.awsdns-35.com  DNSSEC: unsigned |

## How to get further information or ask a question

If a Registrant has any questions or comments about the .eco Privacy Policy, please contact the Registry at privacy@bigroom.eco.

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# Whois Access Policy

The Whois Access Policy relates to the dissemination of domain registration information. The Registry provides access to Whois data through a standard text-based network protocol on Port 43. Whois data can also be accessed on the Registry’s website at <https://whois.nic.eco/> using a standard web interface.

Both interfaces are publicly available at no cost to the user and are reachable worldwide. This service is available to any Internet user and its use does not require prior authorization or permission.

Access to Whois data in the Registry’s database is provided to assist in determining the contents of a domain name's registration record. Whois data consists not only of the domain name but also the relevant contact information associated with the domain name as provided by the Registrant. It also identifies nameserver delegation and the domain name's Registrar of record.

The data in this record is provided for informational purposes only; the Registry does not guarantee Whois data accuracy. This service is intended only for query-based access. By submitting a Whois query to the Registry, you agree to abide by this Whois Access Policy.

Please note that the Registry may modify this Whois Access Policy from time to time in its sole discretion.

## Security and Stability Considerations

Abuse of the Registry’s Whois interface through data mining may be mitigated by detecting and limiting bulk query access from single sources. Such queries by non-authorised parties will be limited and unauthorised queries may result in responses that do not include data sets representing significant portions of the registration database.

The Registry will employ a blacklist to block access to Whois Data by those found to violate this Policy or any Registry policy. At the Registry’s sole and complete sole discretion, individual Internet protocol ("**IP**") addresses or IP ranges may be prevented from accessing Whois data.

## Terms of Use

By accessing Whois data from the Registry, the user agrees to use the Whois data only for lawful purposes and that under no circumstances will use the Whois data to:

1. allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to any entities (other than your existing customers from whom you collected such information with their knowledge and permission);
2. enable high volume, automated, electronic processes that send queries or data to the systems of the Registry, its registry service provider or any ICANN-accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations; or
3. collect or attempt to collect the majority or entirety of the Whois database contents

Users who collect Whois data for any of the above purposes are prohibited from publishing such Whois data.

When using the Registry’s Whois service, the user should consider the following:

1. The Whois service is not a replacement for standard EPP commands;
2. Whois data is not considered authoritative for registered domain objects;
3. The Whois service may be scheduled for downtime during production or operation, testing and evaluation maintenance periods; and,
4. Queries to the Whois service may be "throttled" (i.e. if too many queries are received from a single IP address within a specified time, the service will begin to reject further queries for a period of time to prevent disruption of Whois service access).

Information regarding the Registry’s searchable Whois service is available on its website at <https://whois.nic.eco/>.

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# Acceptable Use Policy

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

1. Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
2. Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
3. Illegally sell or distribute pharmaceuticals;
4. Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
5. Impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
6. Violate the privacy or publicity rights of any other person or entity;
7. Promote or engage in any spam or other unsolicited bulk email;
8. Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
9. Interfere with the operation of .eco or services offered by the Registry; or
10. Otherwise engage in activity that is contrary to applicable laws or .eco Policies.

By registering a name in .eco:

1. The Registrant represents and warrants that it has provided current, complete, and accurate information in connection with its registration, and that it will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration. The Registrant’s obligation to provide current, accurate, and complete information is a material element of its Registration Agreement, and the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any registration if it determines, in its sole discretion, that the information is materially inaccurate;
2. The Registrant agrees that if it is found by the Registry to be in breach of its Registration Agreement the Registry may cancel the relevant .eco domain name(s) after sixty (60) days’ notice of such breach has elapsed and the cause of the breach identified by the Registry remains;
3. The Registrant consents to the collection, use, processing, and/or disclosure of its personal information in accordance with the .eco Privacy Policy posted on the .eco website at <https://go.eco/privacy/>;
4. The Registrant agrees to submit to proceedings commenced under the Uniform Dispute Resolution Policy (“**UDRP**”), the Uniform Rapid Suspension Service (“**URS**”), the Transfer Dispute Resolution Policy, and .eco Community Eligibility Dispute Resolution (CEDR). The Registrant further agrees to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and releases the Registry, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

By registering a name in .eco:

1. The Registrant acknowledges and agrees to abide by all .eco Policies set forth on the .eco website at https://go.eco/policies/. The Registrant specifically acknowledges and agrees that the .eco Policies may be modified by the Registry, and agrees to comply with any such changes in the time period specified for compliance;
2. The Registrant acknowledges and agrees that the Registry reserves the right to disqualify it or its agents from making or maintaining any Registrations or reservations in .eco if the Registrant is found to have repeatedly engaged in abusive registrations, in the Registry’s sole discretion;
3. The Registry reserves the right to deny, cancel or transfer any Registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion if it reasonably concludes that the domain name is being used in a manner that appears to (i) conflict with .eco Policies including this Acceptable Use Policy, (ii) threaten the stability, integrity or security of .eco, the DNS or the global Internet, or any of its Registrar partners and/or (iii) put the safety and security of any Registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.
4. The Registrant acknowledges and agrees that the Registry reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement this Acceptable Use Policy. In addition, the .eco Registry reserves the right for itself and for its affiliates, sub-contractors and other service providers to deny, cancel or transfer any Registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its sole discretion:
   1. to enforce .eco Policies, as amended from time to time;
   2. to protect the integrity and stability of the Registry, its operations, and .eco;
   3. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or the Registrant;
   4. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
   5. to respond to violations of this Policy;
   6. to correct mistakes made by the Registry or any Registrar in connection with a Registration or reservation; or
   7. as otherwise provided herein.
5. The Registrant agrees to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant’s use, operation, registration of any name and/or website in the .eco TLD.
6. The Registry reserves the right to modify, change, or discontinue any aspect of its services, agreements, or this Acceptable Use Policy.

This Acceptable Use Policy does not give rise to any rights of compensation or claims against the Registry howsoever caused.

Victims of any breaches or infringements of this .eco Acceptable Use Policy are encouraged to contact the Registry with specific complaint(s) at abuse@bigroom.eco in order that the Registry may investigate the matter. The Registry does not guarantee a reply or that any action will be taken. If the Registry in its sole discretion finds that any of the terms herein have been breached then the Registry may suspend, lock or cancel the registration.

The Registry must take into account all applicable laws, rules and regulations in the jurisdictions where it operates. As such the Registry reserves the right to deny or cancel registrations based upon relevant sanctions, programs or standards administered and/or supported in other jurisdictions.

The Registry will respond to any reports from law enforcement and consumer protection agencies within 24 hours.

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# Amendments

The Registry may modify .eco Policies and associated processes from time to time in its sole discretion. The Registry reserves its rights to update .eco Policies and associated processes herein upon no less than thirty (30) days’ prior written notice to Registrars for the limited purposes of:

1. Updating the Registry’s contact information (email, address, etc);
2. Complying with ICANN consensus policies;
3. Complying with new consumer protection legislation;
4. Correcting and updating links;
5. Correcting typographical errors; or
6. Updating policies following ICANN approved additional registry services or amendments to the Registry Agreement which have been subject to an RSEP or other approval process by ICANN.

Notices under these terms shall be effective upon posting on the Registry website and/or sending via email to the Administrative contact designated in the .eco registry portal..

Any changes of policies which would require technical implementation or modifications to the Registrant Agreement by the Registrar shall be effective upon posting on the Registry website and/or sending via email to the Administrative contact designated in the .eco registry portal and giving ninety (90) days’ prior written notice to all .eco accredited Registrars.

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# Definitions

In the .eco Policies the following terms will have the following meanings. Capitalized terms used in the .eco Policies but not defined here have the meanings assigned to them in .eco Policies.

1. **“Activated”** means that the status of the domain name has been changed from Server Hold to Delegated.
2. **“Big Room”** means Big Room Inc., a company incorporated and organized in Canada with company number 687313-8 whose registered office is at 1231 Pacific Boulevard, Suite 581, Vancouver, BC, Canada V6Z 0E2.
3. **“Closed Period”** means the period during which the Registry will not accept any registrations.
4. **“Community”** means the global environmental community.
5. **“Delegated”** means that the domain name is in the zone file and will resolve.
6. **“.eco”** means the .eco top-level domain.
7. **“.eco Organization”** means the Dot ECO Global Community Organization which is incorporated under the Canada Not-for-profit Corporations Act and is the representative body of the global environmental community in relation to .eco.
8. **“Eco Profile”** means the web based listing created by the Registry consisting of environmental and/or sustainability information entered by and relating to Registrants.
9. **“Eco System”** means web based directory created by the Registry consisting of inter alia the Eco Profiles of .eco Registrants.
10. **“General Availability”** means the phase during which .eco domain names are offered to the public on a first-come, first-served basis.
11. **“IP Claims Notification”** means a notice provided to an applicant indicating that the applied for .eco domain name matches a trademark record in the Trademark Clearinghouse.
12. **“Registrant”** means the owner of a .eco domain name.
13. **“Registrar”** means an entity that is authorized to offer domain name registration services in relation to .eco.
14. **“Registration Agreement”** the agreement between the Registrant and Registrar governing the registration of .eco domain names.
15. **“Registry”** or “**Registry Operator”** means Big Room, the operator of the .eco registry.
16. **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of .eco, as amended, restated or replaced from time to time.
17. **“Registry-Registrar Agreement”** or “**RRA”** is the agreement between Registry and Registrars, as amended from time to time.
18. **“Registry System”** means the system operated by the Registry for .eco domain names.
19. **“Server Hold”** means the domain status which indicates that the domain is not included in the zone file and will not resolve.
20. **“Sunrise Contention Auction”** means the auction process used to determine the winning Registrant for a .eco domain name that has been applied for by more than one applicant during the Sunrise Period.
21. **“Sunrise Period”** means the exclusive registration period during which owners of trademarks recorded in the Trademark Clearinghouse have the opportunity to apply for a domain name in .eco prior to the allocation of names in General Availability.
22. **“Trademark Clearinghouse”** or “**TMCH”** means the central repository for information to be authenticated, stored, and disseminated, pertaining to the rights of trademark owners.
23. **“User”** means a person or entity other than the .eco Registrant who uses a .eco domain name, in particular, as an owner of a website associated with the .eco domain name.

# Schedule C: RRA Data Processing Addendum

This RRA DATA PROCESSING ADDENDUM (the “**Data Processing Addendum**”) is made by

and between the undersigned registry (the “**Registry**”) and registrar (the “**Registrar**”) (each a “**Party**” and together the “**Parties**”), and is effective as of May 25, 2018, and supplements the terms and conditions of the Registry-Registrar Agreement (the “**RRA**”) executed between the Parties.

To the extent of any conflict between the RRA, as amended (including any of its attachments), and this Data Processing Addendum, the terms of this Data Processing Addendum will take precedence. Capitalized terms not defined below will have the meaning provided to them in the RRA.

## Introduction

This Data Processing Addendum establishes the Parties’ respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though this Data Processing Addendum is executed by and between the Registry and Registrar as an addendum to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

## Definitions

1. **Applicable Agreements**. Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement (“**RAA**”), the Registry Agreement (“**RA**”), and the RRA, as those documents are applicable and binding on any individual Party.
2. **Applicable Laws**. The General Data Protection Regulation (2016/679) (“**GDPR**”), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.
3. **Disclosing Party**. Means the Party that transfers Shared Personal Data to the Receiving Party.
4. **Data Protection Authority**. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.
5. **Data Security Breach**. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.
6. **Data Subject**. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
7. **Personal Data**. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.
8. **Processing**. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
9. **Purpose(s)**. Has the meaning provided in Section 3 below.
10. **Receiving Party**. Means the Party receiving Shared Personal Data from the Disclosing Party.
11. **Registration Data**. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
12. **Shared Personal Data**. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.
13. **Temporary Specification**. Means the “Temporary Specification for gTLD Registration Data” Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.

## Purpose, Subject Matter, and Roles

1. Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.
2. Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.
3. Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:
   1. The details of Processing are established and set forth in Annex 1;
   2. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
   3. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.
   4. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

## Fair and Lawful Processing

1. Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.
2. Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
   1. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
   2. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
   3. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
   4. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
   5. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

## Processing Shared Personal Data

1. All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.
2. A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“**EEA**”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Data Processing Addendum upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).
3. A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.
4. All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.
5. Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:
   1. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;
   2. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
   3. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
   4. The ability to restore the availability and access to Shared Personal Data in a timely manner;
   5. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
   6. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
6. To the extent that the Receiving Party contracts with any subcontractor, vendor or other third-party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.
7. The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party’s acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws.
8. Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party’s negligent, willful or intentional acts or omissions.
9. The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.
10. The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.
11. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.
12. A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

## Security

1. The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.
2. All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
   1. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
   2. Not leaving portable equipment containing the Shared Personal Data unattended;
   3. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
   4. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
   5. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
   6. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;
   7. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;
   8. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
   9. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

## Security and Breach Notification

1. **Notification Timing**. Should a Party become aware of any Data Security Breach by a subprocessor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.
2. **Notification Format and Content**. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:
   1. A description of the nature of the incident and likely consequences of the incident;
   2. Expected resolution time (if known);
   3. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;
   4. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and
   5. The name and phone number of a representative the Party may contact to obtain incident updates.
3. **Security Resources**. The Parties’ may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.
4. **Failed Security Incidents**. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.
5. **Additional Notification Requirements**. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:
   1. A complaint or objection to Processing or request with respect to the exercise of a Data Subject’s rights under Applicable Laws; and
   2. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

## Data Subject Rights

1. Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.
2. Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request (“**Subject Access Request**”). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
3. The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of the Personal Data held by that Party, but any final decisions made by the Controller will govern.
4. The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

## Data Retention and Deletion

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

## Transfers

1. For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:
   1. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;
   2. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
   3. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
   4. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
   5. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.
2. No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

## Resolution of Disputes

1. In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
2. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
3. In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party shall abide by a decision of a competent court of the complaining Party’s country of establishment or of any binding decision of the relevant Data Protection Authority.

## Impact of Changes; New Guidance

In the event the ICANN Board adopts changes to the Temporary Specification (a “**Triggering Event**”), then Registry may notify Registrar of the changes, and upon ICANN publication of the updated Temporary Specification to its website, the changes will also be adopted and incorporated automatically herein to this Data Processing Addendum.

Registrar will be given thirty (30) days to accept or reject the proposed changes; rejection may result in termination of the RRA. If Registrar does not respond within thirty (30) days following notice, it is deemed to have accepted the changes to the Data Processing Addendum, as applicable.

In the event Applicable Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

# Annex 1

## Details of the Processing

1. **Nature and Purpose of Processing**. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.
2. **Duration of Processing**. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.
3. **Type of Personal Data**. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

|  |
| --- |
| **Registrant Name:** Example Registrant  **Street:** 1234 Admiralty Way  **City:** Marina del Rey  **State/Province:** CA  **Postal Code:** 90292  **Country:** US  **Phone Number:** +1.3105551212  **Fax Number:** +1.3105551213  **Email:** registrant@example.tld  **Admin Contact:** Jane Registrant  **Phone Number:** +1.3105551214  **Fax Number:** +1.3105551213  **Email:** janeregistrar@example-registrant.tld  **Technical Contact:** John Geek  **Phone Number:** +1.3105551215  **Fax Number:** +1.3105551216  **Email:** johngeek@example-registrant.tld |