

Exhibit A

Registry Terms and Conditions



Registry Terms and Conditions
to the ~~Donuts~~-Identity Digital Inc. Registry-Registrar
Agreement

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1.0 General Provisions

1.1 Scope and Applicability

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

The Registry, as defined below, in its sole discretion may amend these Terms and Conditions and Registry Policies from time to time and in the manner described in Section 3.5.2 of the Registry-Registrar Agreement.

1.2 Defined Terms

- **Add Grace Period** means the five calendar-day period of time following a Registration in which such Registration may be reversed and a credit may be issued to a Registrar.
- **Applicant** means a natural person, company, or organization submitting an Application for a Registration or a DPML Block.
- **Application** means a complete, technically correct request for a Domain Name Registration made with the Registry, which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a Registrar.
- **Auction** means the auction to determine the prevailing Registrant when more than one Applicant submits an Application for the identical Domain Name.
- **Auction Provider** means the auction provider(s) published on the Registry Website, which may vary.
- **Auction Rules** are the terms and conditions governing an auction and published by the Auction Provider on the Registry Website.
- **AUP** means the Registry’s policy regarding anti-abuse and acceptable use of its Services, as may be amended from time to time and published on the Registry Website.
- **Available Domain Names** means a Domain Name that is not already registered or a Reserved Domain Name.
- **Claims Notice** means the timeframe when Registrars must present notice to Applicants that their proposed Registration matches an entry, typically a trademark, in the TMCH.
- **Confidential Information** has the meaning ascribed in Section 1.2 of the Registry-Registrar Agreement.
- **DNS** means the Domain Name System.

- **Domain Name** means domain name in and maintained by the Registry's database consisting of at least the SLD and TLD together, separated by a dot (e.g., "second.top").
- ~~Donuts means Donuts Inc. and its affiliates, including the Registry.~~
- ~~Donuts Basic Access means access to the Sunrise and General Availability Services.~~
- ~~Donuts Full Access means access to the DPML Block, Sunrise, Early Access, General Availability, and Name Ratings Services.~~
- **DPML or Domain Protected Marks List** means the service that blocks certain SLDs from Registration across Identity Digital Donuts-TLDs pursuant to the DPML Terms and Conditions.
- **DPML Access** means access to the DPML service.
- **DPML Application** means an application for a DPML Block.
- **DPML Block** means the block, upon certain terms and conditions, preventing the Registration of an SLD across all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").
- **DPML Only Access** means access to only the DPML Block Service, as noted in Table 1.3.1.
- **DPML Reseller** means an entity authorized by Identity Digital Donuts to sell DPML Blocks on its behalf.
- **Dropzone** means the service that manages the release of domain names that have reached the end of their lifecycle.
- **Early Access Program** means the Service allowing Registrars to register Domain Names during the first days of General Availability as specified in the Timeline.
- **Early Access Program Fee** means the non-refundable and one-time fee charged by the Registry to the Registrar for each Registration made during the Early Access Program.
- **General Availability** means the timeframe in the Timeline during which Domain Names are generally available for registration by eligible Registrants.
- **ICANN** means the Internet Corporation for Assigned Names and Numbers.
- **ICANN Requirements** means all applicable ICANN policies, including the Registry Agreement.
- Identity Digital means Identity Digital Inc. and its affiliates, including the Registry.
- Identity Digital Basic Access means access to the Sunrise and General Availability Services.

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

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- **IDN** means Internationalized Domain Name.
- **Name Ratings** means the Registry's categorization of Premium Name prices for Domain Names.
- **Override** means, consistent with certain terms and conditions, the Registration of a Domain Name where a DPML Block currently exists by a Registrant holding an SMD File that contains the SLD String that exactly matches the SLD String in the applied-for Domain Name.
- **Payment Balance** has the meaning ascribed in the Registry-Registrar Agreement.
- **Premium Name** is a Domain Name designated by the Registry, in its sole discretion, for non-standard pricing.
- **Registered Name** means a Domain Name that has been registered in and is maintained by the Registry.
- **Registrant** means the Registered Name holder.
- **Registrant Information** means the registrant data collected by the Registrar and transferred to the Registry.
- **Registrar** means a Domain Name registrar sponsoring an Applicant for a Registration that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.
- **Registration** means a Domain Name and its associated information (e.g., WHOIS data) submitted by a Registrar that has been accepted by the Registry in accordance with these Terms and Conditions and the Registry-Registrar Agreement.
- **Registration Agreement** has the meaning ascribed to it in Section 7 of these Terms and Conditions.
- **Registration Fee** means the per annum fee charged by the Registry to the Registrar for the Registration of a Domain Name.
- **Registration Period** means the length of time a Domain Name is registered.
- **Registry** means all registry operators listed in Schedule 1 as they relate to the applicable TLDs that are governed by these Terms and Conditions.
- **Registry Agreement** means the Registry Agreement between Registry and ICANN for the operation of the TLD, as amended from time to time, and as posted on the ICANN website.
- **Registry Policies** means the rules, protocols, policies or procedures, including without limitation these Terms and Conditions and the Registry-Registrar Agreement, adopted

and/or amended from time to time by the Registry or that otherwise cover a registration.

- **Registry-Registrar Agreement** is the agreement between the Registry and Registrars that governs registration of Domain Names in the TLDs, as amended from time to time.
- **Registry Website** means donuts.domains or any other URL directed from such website.
- **RFC** means the Request For Comment specifications located at www.ietf.org.
- **Reserved Domain Name** means a Domain Name that has been set aside by the Registry pursuant to Section 1.6 of these Terms and Conditions.
- **Restricted Person** means person or entity that (i) is, or is owned or controlled by a person or entity that is, designated on a sanctions list maintained by the United Nations or United States (including without limitation the U.S. Department of the Treasury Office of Foreign Assets Control), or (ii) located in or organized under the laws of a jurisdiction that is subject to comprehensive U.S. sanctions.
- **Restricted Threshold** has the meaning ascribed in the Registry-Registrar Agreement.
- **Second Level Domain or SLD** means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD). Where applicable, Domain Name Registrations may be available at the third level (e.g., in the Domain Name "third.second.top", "third" is the third-level domain). To the extent third-level domains are available for registration in the TLDs, they will be subject to the same terms, conditions and requirements as SLDs, as described herein.
- **Service** is a service offered by the Registry to Registrars (e.g., Sunrise Registrations).
- **SMD File** is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.
- **Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML Resellers to provision objects to apply for, register, modify and maintain DPML Blocks.
- **Standard Name** means the most common type of Domain Name made available by the Registry on a first-come, first-served basis.
- **String** means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity, this includes Punycode conversions of IDNs.
- **Sunrise** means the period noted in Section 1.4 of these Terms and Conditions in which only holders of SMD Files may submit Sunrise Applications.

- **Sunrise Application** means the non-transferrable Application for a Domain Name made during Sunrise.
- **Sunrise Participation Fee** is the non-refundable and one-time fee charged by the Registry to the Registrar for a Sunrise Application.
- **Sunrise Registration** means a Domain Name Registration resulting from an approved Sunrise Application.
- **Terms and Conditions** means the entirety of this document and all of the terms and conditions contained herein, including the annexes, exhibits and schedules ,and any and all interpretative guidelines published by the Registry in relation hereto, as may be amended from time to time.
- **Timeline** means the graphic representation of the Services in Section 1.4 of these Terms and Conditions.
- **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.
- **TMCH Guidelines** means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.
- **TLD** means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name “second.top”, “.top” is the TLD).
- **UDRP** means ICANN’s Uniform Dispute Resolution Process, as applied and amended.
- **URS** means ICANN’s Uniform Rapid Suspension System.
- **WHOIS** means the query/response protocol used to provide identifying information regarding Registrants on the Internet.
- **WIPO** means the World Intellectual Property Organization.

Please note: ICANN has also provided an industry acronym helper found at: <http://gns0.icann.org/en/acronyms.html>










1.3 Access

Three types of access are available:

- ~~Identity Digital Donuts~~ Basic Access
- ~~Identity Digital Donuts~~ Full Access
- DPML Only Access

1.3.1 Service Menu

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

(*) **Please note:** During Sunrise, those Registrars participating in [Donuts Identity Digital Basic Access](#) will only have the ability to register Standard Names.

1.4 Timeline

The dates and periods listed below are subject to change. All such changes to the Timeline for the TLDs listed in [Schedule 1](#) will be posted on the Registry Website.

Table 1.4 Timeline

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

1.5 Services

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

1.5.1 General Availability

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

1.5.2 Sunrise

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

1.5.3 Early Access Program

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

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

1.5.4 Name Ratings

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

1.5.5 DPML Blocks

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

Please see [Schedule 4](#) for the terms of use, rules, processes, and procedures governing DPML Blocks, which [Donuts-Identity Digital](#) may change at any time.

1.5.6 Dropzone

The Registry offers Dropzone to any Registrar for Domain Names that will soon be purged and can be applied for by Registrars through Dropzone on a first come, first serve basis. All Registrars will have free access to Dropzone if they choose to participate. There is no obligation for a Registrar to utilize Dropzone. A Registrar will only be charged a fee if they are successfully allocated a Domain Name. All other Registrars who requested the same Domain Name will not incur any fees or charges in connection with their unsuccessful requests. The Registry may

remove any Registrar at any time from Dropzone if the Registry finds, as determined in its sole discretion, that the Registrar is abusing, overusing, or otherwise improperly using Dropzone.

1.6 Reserved Domain Names

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

- a) Reserved for operations and other purposes, including without limitation certain Premium Names, which the Registry may change from time to time;
- b) Reserved or restricted to comply with ICANN Requirements, including those reserved for certain third parties; or
- c) Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.

2.0 General Availability

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

2.1 Registration of Domain Names

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

2.1.1 Registration Creation

The Registry will create or modify a Registration when:

- a) The Domain Name meets the criteria set out in Section 2.1.2 below;
- b) The Domain Name and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;
- c) The Domain Name is an Available Domain Name;
- d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and
- e) The Registrar has appropriate access (i.e., [Identity Digital Donuts](#) Basic Access or [Identity Digital Donuts](#) Full Access).

2.1.2 Registration Requirements

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

- a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) The SLD cannot begin or end with a hyphen;
- c) IDNs must be in the languages [Identity Digital Denuts](#) offers and supports, as noted on the Registry Website;
- d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 2.1.2(c) above;
- e) The SLD cannot exceed 63 characters; and
- f) The SLD must contain at least one character.

2.2 Registrar Representations and Warranties

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

- a) The Application or Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b) It will participate in good faith in any proceedings commenced by or against the Applicant or Registrant as described in these Terms and Conditions or the Registry-Registrar Agreement;
- c) The Applicant or Registrant is not a Restricted Person; and
- d) The Applicant or Registrant accepts and will abide by the Registry Policies.

2.3 The Registry's Rights regarding Applications

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

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

- b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;
- c) To protect the integrity and stability of the SRS or the operation or management of the Registry;
- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- f) To correct mistakes made by the Registry or any Registrar in connection with a Registration; or
- g) As otherwise provided in these Terms and Conditions and the Registry-Registrar Agreement.

2.4 Registrations Periods

Registrations Periods must be in yearly increments of no less than one (1) year and no more than ten (10) years, commencing on the date on which the Domain Name is effectively allocated by the Registry. Unless otherwise terminated, such Registrations will expire on the same day of the month within which the Registration was created unless it was created on February 29, in which case it will expire on March 1. Unless otherwise specified by the Registrar to the Registry, the default Registration Period is one (1) year.

2.5 Notifications

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

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

2.6 Payment to the Registry

The Registry may not accept an Application, and may not renew (including auto-renew) a Registration at the end of its Registration Period, unless the Registrar complies with the Registry

Policies. Registered Domain Names will auto-renew, expire, terminate or otherwise be released from Registration in accordance with Registry Policies and ICANN Requirements.

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

3.0 Sunrise

3.1 Scope and Applicability

During Sunrise, Applicants with one or more SMD Files have exclusive access to submit Applications for Sunrise Registrations. Similar to Registrations, Sunrise Registrations may be purchased in yearly increments from one (1) to ten (10) years. Unlike Registrations that occur outside Sunrise, Sunrise Registrations are unaffected by Domain Names whose SLDs are under DPML Block; Sunrise Registrations will Override any Domain Names under DPML Block. If more than one Applicant submits an Application through a Registrar for a Sunrise Registration for the identical Domain Name, the prevailing Applicant will be determined by an auction process described at the Registry Website. These Terms and Conditions with regard to Sunrise Registrations comply with ICANN Requirements and TMCH policies; to the extent these Terms and Conditions conflict with such rules, the ICANN Requirements or TMCH policies govern.

3.2 Eligible Applicants

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

3.3 Sunrise Registration of Domain Names

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

3.3.1 SMD File Requirements

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

3.3.2 Sunrise Registration Creation or Modification

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

- a) The SLD meets the criteria set out in this Section 3;
- b) The SLD and the information contained in the Registrar's request meet the requirements in these Terms and Conditions;
- c) The SLD is available;
- d) The Registrar's Payment Balance is above the Restricted Threshold and is otherwise in good standing with the Registry; and
- e) The Registrar is eligible to make Sunrise Registrations (see Section 1.3.1 of these Terms and Conditions).

3.3.3 Sunrise Registration Requirements

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

- a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) The SLD does not begin or end with a hyphen;
- c) IDNs must be in the languages the Registry currently offers and supports as specified on the Registry Website;
- d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in Subsection 3.3.3(c) above;
- e) The SLD cannot exceed 63 characters; and
- f) The SLD must contain at least one character.

3.4 Sunrise Registration Authentication

The following process will apply to Sunrise Applications:

- a) SMD Files submitted with Applications for Sunrise Registrations will be validated by the Registry as authentic.
- b) Sunrise Applications missing or containing an invalid SMD File will be rejected by the Registry.

- c) Sunrise Applications meeting Sunrise Registration eligibility criteria described herein and in accordance with Registry Policies will only become active Domain Names during the Rest Period noted in the Timeline following Sunrise.
- d) Sunrise Applications remain subject to review by the Registry in accordance with Registry Policies, and will only be registered in accordance with ICANN Requirements and the Registry-Registrar Agreement.
- e) If more than one Sunrise Application is received meeting the eligibility criteria described herein for the same Domain Name during Sunrise, all such Applications will be submitted to the Auction Provider, who will notify the Registry of the winner of the auction in accordance with then-published Auction Rules.
- f) Domain Names awarded to successful Sunrise Applicants will resolve when activated by the Registry typically within seven (7) days of notification by the Auction Provider.

3.5 Registrar Representations and Warranties

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

- a) The Sunrise Application or Sunrise Registration contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b) It will participate in good faith in any proceedings described in these Terms and Conditions or the Registry-Registrar Agreement;
- c) The Registry or its agents are authorized to share information--to the TMCH, other Sunrise Applicants, or the general public--relating to Applicant's Sunrise Application;
- d) The Sunrise Applicant or Registrant is not a Restricted Person; and
- e) The Sunrise Applicant or Registrant accepts and will abide by the Registry Policies.

3.6 The Registry's Rights regarding Sunrise Applications

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

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

- b) That is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;
- c) To protect the integrity and stability of the SRS or the operation or management of the Registry;
- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;
- e) To establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- f) To correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration;
- g) If the Registry receives notice that the SMD File is under dispute; or
- h) As otherwise provided in these Terms and Conditions and the Registry-Registrar Agreement.

3.7 Sunrise Registration Period

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

3.8 Sunrise Notification

- a) The Registry may publish all or any portion of a pending Sunrise Application (e.g., via WHOIS).
- b) The Registry will notify all Registrars sponsoring Sunrise Applications applying for the same Domain Name of pending Auctions for such Sunrise Applications.
- c) Registrars receiving notice of a pending Auction must pass on such notice to their Sunrise Applicants.

- d) At the conclusion of an Auction for a Domain Name, the sponsoring Registrar for a Sunrise Application in an Auction will either receive a poll message informing it that its sponsored Application:
 - a. Prevailed in the Auction, that the Domain Name has been awarded to the sponsored Applicant, and that such Domain Name is active; or
 - b. Lost in the Auction.
- e) The Registry will notify the TMCH of successful Sunrise Applications once the corresponding Sunrise Registration has been activated.

3.9 Payment to the Registry

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

- a) The Registry has received from the Registrar all applicable fees, including the Sunrise Participation Fee; or
- b) The Registry, in its sole discretion, has reasonable assurance of payment.

4.0 Early Access

4.1 Scope and Applicability

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

4.2 Early Access Program Registrations

The cost to register a Domain Name during the Early Access Program is comprised of the Registration Fee plus the Early Access Program Fee. Registration Fees during the Early Access Program may vary based on the categorization of the Domain Names (i.e., Name Rating). Early Access Program Fees are set by the Registry and will typically descend each subsequent day during the Early Access Program.

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

4.3 Eligibility

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

4.4 Allocation

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

5.0 Name Ratings

5.1 Scope and Applicability

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

5.2 Name Rating Registrations

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

6.0 DPML

Please see the DPML Terms and Conditions attached as [Schedule 4](#) for the terms of use, rules, processes, and procedures governing DPML Blocks for all TLDs listed in Schedule 1 to the DPML Terms and Conditions then in effect.

7.0 Preventing Abuse

7.1 Rights Reserved.

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

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

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

7.2 EPP Access

The Registry’s primary EPP Service (epp.donuts.co) does not support “DropCatching” or Bulk Expiring Domain Traffic as part of a Registrars default account bandwidth. The Registry defines Bulk Expiring Domain Traffic as any traffic from a single Registrar account in excess of one thousand (1,000) failed domain create transactions per any 24-hour period. To ensure the security, stability and proper functioning of the SRS, if a Registrar is engaged in Bulk Expiring Domain Traffic then the Registry has the authority and ability to throttle or suspend in whole the violating Registrar’s access to the EPP Service (a “Bandwidth Throttle”). The Registry will notify the Registrar in writing of a Bandwidth Throttle to the primary account contact information on file. A Bandwidth Throttle will remain in place until the violating Registrar makes a request for bandwidth reversion to the Registry at techsupport@donuts-emailidentity.digital. Requests to reinstate standard bandwidth thresholds must include confirmation that the Registrar will not continue to engage in Bulk Expiring Domain Traffic. The Registry has full discretion to end a Bandwidth Throttle and reinstate Registrar’s full access to the primary EPP Service. Note that the Registry does offer Dropzone, please see Section 1.5.6 for details.

8.0 Miscellaneous

8.1 Amendments; Severability

The Registry may amend or update these Terms and Conditions from time to time and in the manner provided in Section 3.5.2 of the Registry-Registrar Agreement. The Registry may furthermore issue interpretive guidelines on the Registry Website regarding these Terms and Conditions. To the extent there is a conflict between these Terms and Conditions and any interpretive guidelines, the interpretive guidelines will control.

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

8.2 Limitation of Liability

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

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

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

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

8.3 Confidentiality

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

8.4 Determinations Final

The determinations of the Registry and the TMCH regarding any Applications, DPML Applications, Registrations, DPML Blocks, or dispute resolution proceedings will be final and

non-appealable; provided, however, that such determination will not affect rights Registrars may have under applicable law, ICANN policies, or Registry-provided dispute resolution procedures.

8.5 No Agreement

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

8.6 Registry-Registrar Agreement Governs

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

9.0 Certification

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

- 2.2 Registrar Representations and Warranties
- 2.3 The Registry's Rights regarding Applications
- 2.5 Notification
- 3.5 Registrar Representations and Warranties
- 3.6 The Registry's Rights regarding Sunrise Applications
- 3.8 Sunrise Notification
- 7.0 Preventing Abuse
- 8.5 No Agreement

Schedule 4:

- 1.4 Registrar Representations and Warranties
- 1.5 ~~Identity Digital's~~ ~~Donuts'~~ Rights regarding DPML Applications
- 1.7 Notification

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

SCHEDULE 1

TLDs

Binky Moon, LLC

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academy
accountants
agency
apartments
associates
bargains
bike
bingo
boutique
builders
business
cab
cafe
camera
camp
capital
cards
care
careers
cash
casino
catering
center
chat
cheap
church
city
claims
cleaning
clinic
clothing
coach
codes
coffee

community
company
computer
condos
construction
contractors
cool
coupons
credit
creditcard
cruises
dating
deals
delivery
dental
diamonds
digital
direct
directory
discount
doctor
dog
domains
education
email
energy
engineering
enterprises
equipment
estate
events
exchange
expert
exposed

express
fail
farm
finance
financial
fish
fitness
flights
florist
football
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furniture
fyi
gallery
gifts
glass
gmbh
gold
golf
graphics
gratis
gripe
group
guide
guru
healthcare
hockey
holdings
holiday
hospital
house
immo
industries
institute

[Schedule 1: TLDs]

insure
international
investments
irish
jetzt
jewelry
kitchen
land
lease
legal
life
lighting
limited
limo
loans
ltd
maison
management
marketing
mba
media
money
movie
network
partners
parts
photography
photos
pictures
pizza
place
plumbing

plus
productions
properties
recipes
reise
reisen
rentals
repair
report
restaurant
run
salon
sarl
school
schule
services
shoes
shopping
show
singles
soccer
solar
solutions
style
supplies
supply
support
surgery
systems
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taxi
team

technology
tennis
theater
tienda
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tires
today
tools
tours
town
toys
training
university
vacations
ventures
viajes
villas
vin
vision
voyage
watch
wine
works
world
wtf
zone
企业 (enterprises) xn--vhquv
商店 (shop/store) xn--czrs0t
娱乐 (entertainment) xn--fjq720a
游戏 (games) xn--unup4y

Dog Beach, LLC

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actor
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dance
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family
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forsale
futbol
games
haus
immobilien
kaufen
lawyer
live
market
markets
memorial
moda
mortgage
navy
news
ninja
observer

pub
realty
rehab
republican
reviews
rip
rocks
sale
social
software
studio
trading
travel
vet
video

Afilias Limited

archi
bet
bio
black
blue
green
info
kim
lgbt
llc
lotto
mobi
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poker
pro
promo
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Dot Global Domain Registry Ltd.

global

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Monolith Registry LLC

vote
voto

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Global Website TLD Asia Limited

网站 (web) xn-- 5tzm5g

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SCHEDULE 2

TLD-Specific Provisions

As a Registry Operator, the Registry is required to perform specific public interest commitments in connection with its operation of its TLDs. This Schedule 2 summarizes the public interest commitments associated with regulated and highly-regulated TLDs operated by [Identity Digital's Donuts'](#) registries, as required by the Governmental Advisory Committee's 2013 [Beijing Communiqué](#). For a list of all public interest commitments associated with a particular TLD, please refer to Specification 11 of the Registry Agreement for the particular TLD.

Regulated TLDs: .accountants, .archi, .associates, .band, .bio, .broker, .capital, .care, .cash, .city, .claims, .clinic, .credit, .degree, .dental, .digital, .discount, .engineer, .engineering, .exchange, .fan, .finance, .financial, .fitness, .forex, .fund, .games, .gratis, .green, .healthcare, .insure, .investments, .lease, .legal, .limited, .loans, .market, .markets, .mba, .media, .money, .mortgage, .movie, .news, .organic, .pictures, .realty, .rehab, .reise, .reisen, .rip, .sale, .school, .schule, .show, .software, .tax, .theater, .tours, .town, .toys, .trading, .vet, .video (collectively, the "Regulated TLDs").

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

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

Highly-Regulated TLDs: .attorney, .bet, .bingo, .casino, .catering, .creditcard, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .lawyer, .llc, .lotto, .ltd, .poker, .sarl, .surgery, .university, and .wtf (collectively, the "Highly-regulated TLDs")

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

1. To comply with the provisions listed in 1-3 of the Safeguards to Regulated TLDs listed above;
2. To provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business;

3. To represent that Registrant possesses any necessary authorizations, charters, licenses and/or related credentials for participation in the sector associated with the TLD string; and
4. To report any material changes to the validity of the Registrant's authorizations, charters, license and/or other related credentials for participation in the sector associated with the Registry TLD string in order to ensure they continue to conform to appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.

Inherently Governmental Functions ~~Donuts-Identity Digital~~ TLDs: .airforce, .army and .navy.

Additional Requirements for the TLDs Inherently Governmental Functions ~~Identity Digital Donuts~~-TLDs:

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

1. To comply with the provisions listed in 1-4 of the Additional requirements for the Highly-Regulated TLDs listed above; and
- ~~2.~~
2. To represent that Registrant will take reasonable steps to avoid misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces, if such affiliation, sponsorship or endorsement does not exist.

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Additional requirements for .ARCHI: Registrations in .ARCHI are meant for all verifiable participants in the architecture scene. Registrants of .ARCHI domains should acknowledge prior to Registration that they meet at least one of the following criteria:

1. Architect member of the International Union of Architects ("**UIA**"); or
2. Architecture firm that employs one or more architects members of the UIA; or
3. Company or associations that employs one or more architects members of the UIA; or
4. Being included in a list of architecture schools, museums, professional press/media, defined by the .ARCHI Policy Advisory Committee in collaboration with UIA and its member associations.

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

SCHEDULE 3

Fees

Please find the most up-to-date pricing table in the Registrar Portal.

[Schedule 3: Fees]

SCHEDULE 4

DPML Terms and Conditions

Will be provided at registrar's request.

[Schedule 4: DPML Terms and Conditions]



DPML Terms and Conditions

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1.0 DPML Terms and Conditions

1.1 Scope and Applicability

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

These DPML Terms and Conditions, together with the DPML ~~Service~~Reseller Agreement attached as **Exhibit A** and ~~Donuts~~Identity Digital Policies, set forth the complete terms of use, rules, processes, and procedures governing the Application for and use of DPML Blocks for all TLDs listed in **Exhibit B Schedule 1**, as may be updated by ~~Donuts~~Identity Digital from time to time.

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

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

1.2 Defined Terms

- a) **AUP** means the Registry's policy regarding acceptable use and anti-abuse of its ~~Services~~services, as may be amended from time to time, located at the Registry Website.
- b) **Available Domain Names** means a Domain Name that is not already registered or a Reserved Domain Name.
- c) **Available SLDs** are SLDs that have not been blocked, reserved, registered, awarded, or otherwise previously allocated by a Registry prior to that receipt of an Application for a DPML Block.
- d) **Confidential Information** means any non public information that relates to the actual or anticipated business, research, or development of the Registry and any proprietary information, trade secrets, and know how of the Registry that is disclosed to Registrar by the Registry, directly or indirectly, in writing, orally, or by inspection or observation of tangible items-, whether or not the Registry identifies such information as "confidential" or "proprietary." Confidential Information includes, but is not limited to, the Terms and Conditions, research, product plans, products, services, customer lists, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information.

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

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

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

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

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

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

h) **DPML Application** means a complete, technically correct request for a DPML Block made with [Donuts Identity Digital](#), which complies with all the respective requirements provided for in these Terms and Conditions, submitted by a DPML [Registrar/Reseller](#).

i) **DPML Block** means the block, under these Terms and Conditions, preventing the Registration of a SLD across all TLDs listed in [Exhibit B Schedule 1](#), as may be updated from time to time (e.g., a DPML Block for "second" will generally block that SLD from being registered in a Domain Name in participating TLDs, such as "second.top").

j) **DPML Block Request** is a request submitted by a DPML [Registrar/Reseller](#) on behalf of an Applicant who desires to block from registration names contained within the SMD File.

k) **DPML Registrar/Reseller** means an entity or individual authorized by [Donuts Identity Digital](#) to sell DPML Blocks on its behalf.

l) **DPML Service Reseller Agreement** means that agreement between [Donuts Identity Digital](#) and DPML [Registrars/Resellers](#) attached hereto as [Exhibit A](#), as amended from time to time.

m) **Homographic Block** means the block, under these Terms and Conditions, preventing the Registration of certain confusingly similar IDN SLD(s) corresponding to a DPML Block that are deemed confusable per the Unicode list of confusable characters (<https://www.unicode.org/Public/security/10.0.0/confusables.txt>) across all TLDs listed in [Exhibit B Schedule 1](#), as may be updated from time to time (e.g. a Homographic Block for the DPML Block "apple" will generally block "apple" (punycode xn--pple-p5b) and other confusable SLDs). Homographic Blocks will automatically terminate upon expiration or termination of the associated DPML Block(s).

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

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

j) **Identity Digital** means Identity Digital Inc. and its affiliates.

k) **Identity Digital Policies** means the rules, protocols, policies or procedures, including without limitation these Terms and Conditions, the DPML Reseller Agreement, and Identity Digital Payment Policy, adopted and/or amended from time to time by Identity Digital.

l) **Identity Digital Website** means donuts.domains or any other URL directed from such website.

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

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

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

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

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

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

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

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

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

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

- cc) **Reserved Domain Name** means a Domain Name that has been set aside by a Registry pursuant to the terms and conditions of such Registry.
- dd) **RFC** means the Request For Comment specifications located at www.ietf.org.
- ee) **Second Level Domain or SLD** means second level domain, representing the String to the left of the dot preceding the TLD (e.g., in the Domain Name "second.top", "second" is the SLD).
- ff) **SMD File** is the file issued by the TMCH proving that the TMCH application data for one or more TMCH-eligible terms--typically a trademark--have been successfully validated and entered into the TMCH database.
- gg) **Shared Registration System or SRS** means the system of computers, networking equipment, data stores, software services and network connectivity that allows Registrars to provision objects for the purpose of applying for, registering, modifying and maintaining Registrations and allows DPML ~~Registrars~~ Resellers to provision objects to apply for, register, modify and maintain DPML Blocks.
- hh) **String** means a series of alphanumeric characters, including dashes when not preceding or finishing the alphanumeric character set. For purposes of clarity only, this includes Punycode conversions of IDNs.
- ii) **Sunrise** means the period of time noted by a Registry's terms and conditions.
- jj) **Sunrise Registration** means a Domain Name Registration resulting from an approved Sunrise Application.
- kk) **Terms and Conditions** means this document, including the annexes and any and all interpretative guidelines published by ~~Donuts~~ Identity Digital in relation hereto, as may be amended from time to time.
- ll) **TMCH** means the Trademark Clearinghouse, which is the mechanism made available for the validation and database management of rights protected terms, typically trademarks.
- mm) **TMCH Guidelines** means the then effective guidelines found at <http://www.trademark-clearinghouse.com>.
- nn) **TLD** means top-level domain, representing the String to the right of the dot (e.g., in the Domain Name "second.top", ".top" is the TLD).
- oo) **UDRP** means ICANN's Uniform Dispute Resolution Process, as applied and amended.
- pp) **URS** means ICANN's Uniform Rapid Suspension System.

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

Please note: ICANN has also provided an industry acronym helper found at: <http://gns0.icann.org/en/acronyms.html>

1.2 Eligible Applicants

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

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

1.3 Blocking of Second Level Domains

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

1.3.1 DPML Block Creation

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

- a) The String meets the criteria in Section 1.3.2 below;
- b) The String and the information contained in the DPML ~~Registrar's~~Reseller's request meet the requirements in the Terms and Conditions;
- c) The String is not already under DPML Block;
- d) The String in the SMD File either: (i) exactly matches the applied-for SLD, or (ii) is contained in the applied-for SLD (e.g., if the String "sample" is in the SMD File, a DPML Block may be applied for any of the following SLDs: "sample", "musicsample", "samplesale", or "thesampletest");
- e) The DPML ~~Registrar~~Reseller holds sufficient funds or credit and is in good standing with ~~Donuts~~Identity Digital; and

- f) The DPML Applicant is sponsored by a DPML ~~Registrar~~Reseller.

1.3.2 DPML Block Requirements

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

- a) The SLD must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9, and hyphens;
- b) The SLD cannot begin or end with a hyphen;
- c) For DPML Blocks in IDNs, blocked SLDs must be in the languages ~~Donuts~~Identity Digital offers and supports as specified on the ~~Donuts~~Identity Digital Website;
- d) The SLD can only have two consecutive hyphens (--) in the 3rd and 4th positions, when preceded by "xn" and followed by a label that corresponds with an IDN containing characters referred to in (c) above;
- e) The SLD cannot exceed 63 characters; and
- f) The TMCH-eligible term in the SMD File must contain at least three characters.

1.3.3 Authentication of DPML Block Requests

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

1.3.4 DPML Block and Homographic Block Exceptions

DPML Blocks and Homographic Blocks will not apply to:

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

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

1.3.5 DPML Block and Homographic Block Behavior

DPML Blocks and Homographic Blocks:

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

- b) Homographic Blocks will be published to WHOIS and return placeholder text notifying users of the protected (blocked) status of the domain without identifying the DPML Block holder;
- c) Will not result in a Domain Name that resolves on the public Internet;
- d) Are subject to periodic review by [Donuts/Identity Digital](#) to verify that the applicable TMCH entry remains valid;
- e) Will be applied, at no additional cost, to SLDs that were not available at the time of a DPML Block, but that later change to Available SLDs;
- f) Will be applied, at no additional cost, to Domain Names that are no longer categorized as Reserved Domain Names;
- g) May, at [Donuts/Identity Digital's](#) option, cease to be applied to TLDs that are no longer owned and operated by [Donuts/Identity Digital](#); and
- h) Are subject to Override.

Please note: [Donuts/Identity Digital](#) may, but is not obligated to, revoke all or part of a DPML Block and Homographic Blocks if the underlying TMCH entry for the SMD File is no longer valid.

1.3.6 Overrides

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

1.4 ~~Registrar~~Reseller Representations and Warranties

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

- a) The DPML Application or DPML Block contains true, accurate and up-to-date information, and is made in good faith, for a lawful purpose and does not infringe the rights of any third party;
- b) It shall participate in good faith in any proceedings described in the Terms and Conditions commenced by or against the DPML Applicant or DPML Block holder; and
- c) The DPML Applicant or DPML Block holder accepts and will abide by the [Donuts/Identity Digital](#) Policies.

1.5 ~~Donuts~~Identity Digital's Rights regarding DPML Applications

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

- a) To enforce ~~Donuts~~Identity Digital Policies and ICANN Requirements, each as amended from time to time;
- b) That is not accompanied by complete and accurate information as required by ICANN Requirements or ~~Donuts~~Identity Digital Policies or where required information is not updated or corrected as required by ICANN Requirements and/or ~~Donuts~~Identity Digital Policies;
- c) To protect the integrity and stability of the SRS or the operation or management of the Registries owned and operated by ~~Donuts~~Identity Digital;
- d) To comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider ~~Donuts~~Identity Digital may hereafter retain to oversee the arbitration and mediation of disputes; or
- e) To establish, assert, or defend the legal rights of ~~Donuts~~Identity Digital or a third party or to avoid any actual or potential civil or criminal liability on the part of or damage to ~~Donuts~~Identity Digital or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- f) To correct mistakes made by ~~Donuts~~Identity Digital or any DPML ~~Registrar~~Reseller in connection with a DPML Block;
- g) To make adjustments in line with any changes to the Unicode list of confusable characters;
- h) If ~~Donuts~~Identity Digital receives notice that the SMD File is under dispute; or
- i) As otherwise provided in the Terms and Conditions, the Identity Digital Payment Policy, and the Registry-Registrar Agreements, if DPML Reseller has entered into such agreement, entered into by the Registries.

1.6 DPML Block Period

Each DPML Application or DPML Block renewal incurs a non-refundable one-time fee based on the requested duration of the DPML Block, which must be between five (5) and ten (10) years- for Applications and annual increments from one (1) to ten (10) years for renewals, with a maximum DPML Block renewal period of ten (10) years. Unless otherwise terminated or subject to an Override, DPML Blocks will expire on the same day of the month within which the DPML

Block was created unless it was created on February 29, in which asset it will expire on March 1. ~~DPML Blocks may be renewed in annual increments from one (1) to ten (10) years with a maximum DPML Block period of ten (10) years.~~

1.7 Notification

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

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

1.8 Fee and Payment

~~Donuts~~The fee of five thousand US dollars (US\$5,000) must be paid to Identity Digital by DPML Reseller for each DPML Block Request with the minimum five-year term, and one thousand US dollars (US\$1,000) per year for any additional or renewal years. Identity Digital reserves the right to adjust fees at any time so long as DPML Reseller receives five (5) days prior notice from Identity Digital.

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

Payment of any fees due, for which the DPML Applicant or the DPML Block holder are solely liable, must be made to ~~Donuts~~Identity Digital via a DPML ~~Registrar~~Reseller and in accordance with the Identity Digital Payment Policy. Identity Digital is not responsible for any failure on the part of the DPML ~~Registrar~~Reseller in this respect, including where such failure results in failure to block, non-renewal or termination of the applicable DPML Block concerned. If the DPML Applicant or DPML Block holder pays the DPML ~~Registrar~~Reseller, the DPML ~~Registrar~~Reseller is obligated to perform the paid-for action. Should the DPML ~~Registrar~~Reseller not perform such action, ~~Donuts~~Identity Digital may in its sole discretion perform such action on behalf of the DPML Applicant or DPML Block holder. Such action by ~~Donuts~~Identity Digital will not relieve the DPML ~~Registrar~~Reseller of its responsibility for payment of applicable fees to ~~Donuts~~Identity Digital nor will it serve as a waiver by ~~Donuts~~Identity Digital of its rights against the DPML ~~Registrar~~Reseller for its material breach of its obligations under applicable policies.

1.9 Reserved SLDs

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

- a) Reserved for operations and other purposes, including without limitation certain Premium Names, which ~~Donuts~~Identity Digital may change from time to time.
- b) Reserved or restricted to comply with applicable ICANN Requirements or ~~Donuts~~Identity Digital Policies, including those reserved for certain third parties.
- c) Still pending, in process, or otherwise not available, such as Domain Names that are still pending processing of Sunrise Registration.
- d) That are already under Registration or subject to an active DPML Block, unless an exception applies (e.g., Override).

1.10 Availability

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

2.0 Preventing Abuse

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

DPML ~~Registrars~~Reseller, DPML Applicants or DPML Block holders found to have repeatedly engaged in abusive registrations or practices, their agents or parties determined to be acting in concert therewith, may, at ~~Donuts~~Identity Digital's sole discretion, be disqualified from maintaining any current or future Registrations or DPML Blocks in any Registry or by ~~Donuts~~Identity Digital.

3.0 Miscellaneous

3.1 Amendments

~~Donuts~~Identity Digital may amend the Terms and Conditions from time to time, which amendments will take effect at the time they are published on the ~~Donuts~~Identity Digital

Website, without prior notice to DPML ~~Registrars~~Resellers, DPML Block holders or DPML Applicants. ~~Donuts~~Identity Digital may furthermore issue interpretative guidelines on the ~~Donuts~~Identity Digital Website regarding ~~the~~these Terms and Conditions. In the event such guidelines conflict with these Terms and Conditions, the interpretive guidelines shall control.

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

3.2 Limitation of Liability

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

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

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

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

3.3 Confidentiality

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

3.4 Determinations Final

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

3.5 No Agreement

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

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

Exhibit A: DPML Service Agreement

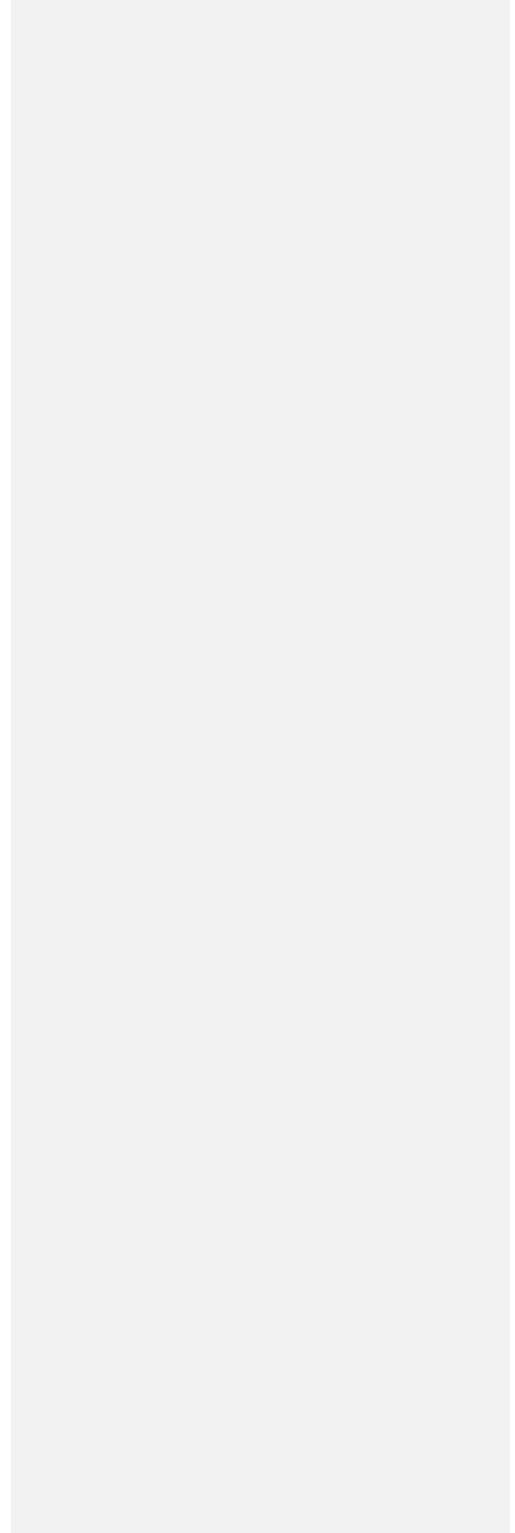
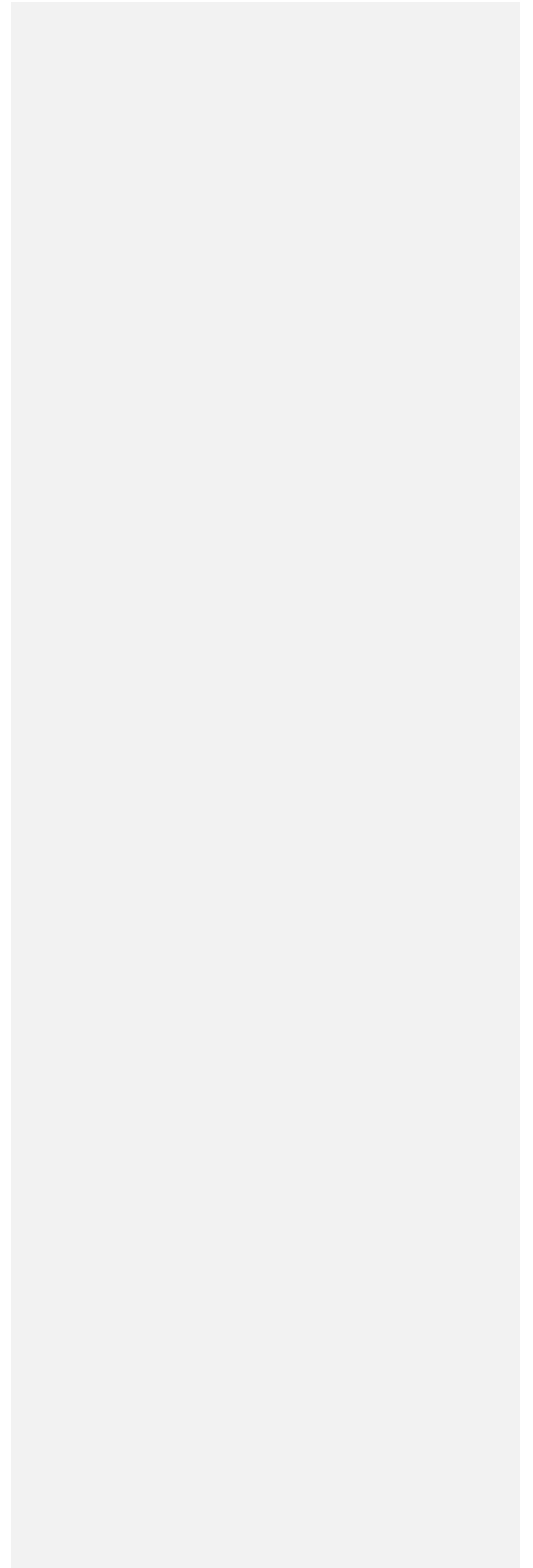


Exhibit B



Schedule 1: TLDs Included in DPML

Last updated: ~~March 2021~~ April 2022

Binky Moon, LLC

academy
accountants
agency
apartments
associates
bargains
bike
bingo
boutique
builders
business
cab
cafe
camera
camp
capital
cards
care
careers
cash
casino
catering
center
eharmony
chat
cheap
church
city
claims
cleaning
clinic
clothing
coach

codes
coffee
community
company
computer
condos
construction
contractors
cool
coupons
credit
creditcard
cruises
dating
deals
delivery
dental
diamonds
digital
direct
directory
discount
doctor
dog
domains
education
email
energy
engineering
enterprises
equipment
estate
events

exchange
expert
exposed
express
fail
farm
finance
financial
fish
fitness
flights
florist
football
foundation
fund
furniture
fyi
gallery
gifts
glass
gmbh
gold
golf
graphics
gratis
gripe
group
guide
guru
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holdings
holiday

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industries
institute
insure
international
investments
irish
jetzt
jewelry
kitchen
land
lease
legal
life
lighting
limited
limo
loans
ltd
maison
management
marketing
mba
media
money
movie
network
partners
parts
photography
photos

pictures
pizza
place
plumbing
plus
productions
properties
recipes
reise
reisen
rentals
repair
report
restaurant
run
salon
sarl
school
schule
services
shoes
shopping
show
singles
soccer
solar
solutions
style
supplies
supply
support
surgery
systems

tax
taxi
team
technology
tennis
theater
tienda
tips
tires
today
tools
tours
town
toys
training
university
vacations
ventures
viajes
villas
vin
vision
voyage
watch
wine
works
world
wtf
zone
企业 (enterprises) xn--vhquv
商店 (shop/store) xn--czrs0t
娱乐 (entertainment) xn--fjq720a
游戏 (games) xn--unup4y

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Dog Beach, LLC

actor
airforce
army
attorney
auction
band
<u>broker</u>
consulting
contact
dance
degree
democrat
dentist
engineer
family
fan

<u>forex</u>
forsale
futbol
games
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immobilien
kaufen
lawyer
live
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mortgage
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Afilias Limited

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

Dot Global Domain Registry Ltd.

global

Monolith Registry LLC

vote
voto

Global Website TLD Asia Limited

网站 (web) xn--5tzm5g

Internet Computer Bureau Ltd.

ac
io
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Subzones

aaa.pro
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acct.pro
avocat.pro
bar.pro
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Exhibit B

Registrar Technical Certification Guide



Registrar Technical Certification Guide

OT&E Basic Test for Production Access

2020

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Table of Contents

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Production Credentials	4
Preferred Delivery Mechanism	4
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Registrar Technical Certification Guide; OT&E Simplified Test

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

Required Tests

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

A. Connectivity

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

B. EPP Functionality

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

DonutsIdentity Digital Basic Products:

1. Perform a check command for a domain.
2. Submit a Sunrise application - test SMD files available at <http://newgtlds.icann.org/en/about/trademark-clearinghouse#smd-testing>;
3. Register 5 domain names in the format "registraname1.tld", "registraname2.tld", etc.;
4. Transfer 2 domain names from your OTE1 account to your OTE2 account; and

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- 5. Register a domain name that is subject to Claims. To complete this step, please check your 'OT&E Registrar Access Guide' under the section 'Trademark Claims Notice' (the access guide will have been sent with your OT&E welcome email package).

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

Once the tasks are completed: (1) check the box below to certify test completion, (2) populate the EPP Functionality Form below, and (3) return the entire OT&E simplified test package to our technical support team via techsupport@donuts.co.

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

EPP Functionality Form

Donuts Identity Digital Basic Products

1. Attach Log file showing connectivity and check commands.
2. Name of domain submitted as Sunrise application: _____
3. List 5 domain names registered:
 -
 -
 -
 -
 -
4. List 2 domain names transferred:
 -
 -
5. Domain name registered that is subject to Claims: _____

Production Credentials

Preferred Delivery Mechanism

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

My PGP Key ID is: _____

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

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

(Zip password communicated by phone).

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

Customer Service & Support

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Donuts Identity Digital offer two types of customer service & support.

- **Engineering issues (EPP, connectivity, etc.):**

- o Email: techsupport@donuts.co
- o Support Website: <http://donuts.support>
- o Phones:

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

- **Everything else:**

- o Email: info@donuts.co
- o Website: <https://donuts.domains/>
- o Phone: Your account manager

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

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



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

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

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

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

For example, when making feature requests.

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Exhibit C

Registrar Access Guide

OT&E Registrar Access Guide

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Registrar Access Information

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

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Login Credentials

Account 1

Username: link3979admin-ote1
Password

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Username

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Password Please go to <http://registrar.ote.donuts.co> and click
"Forgot your password?" Your password will be emailed
to the email on record:

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Account 2

Username
Password

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

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Trademark Claims Notice

You can test Trademark Claims Notice with following label:
Label:

The TLD that is configured with Claims Period is:
TLD:

Premium Domain Name

Please use the domain name below to test Premium name Delete and Restore
steps: Domain name:

OT&E TLDs

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

Please contact techsupport@donuts.co if you require any assistance managing your TLD subscriptions.

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Registrar Web Portal - OT&E

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



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To access the OT&E Registrar Web Portal:

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

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

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

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

EPP Server - OT&E

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The EPP server is only accessible to accredited registrars.

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

The [Donuts Identity Digital](#) SRS system supports 40 simultaneous parallel connections per registrar.

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



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Customer Service & Support

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Donuts Identity Digital offers two types of customer service & support.

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

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

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

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

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

If the Registry system is unavailable, the issue is Priority 1. For example, problems



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accessing or using the Registry system, Denial of Service attack, or a security breach.

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

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

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

For example, when making feature requests.

Exhibit D

Payment Policy



Payment Policy

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~~Donuts~~Identity Digital Payment Policy

This Payment Policy (this “Policy”) is to be implemented in conjunction with the ~~Donuts~~Identity Digital Registry-Registrar Agreement and the ICB Registry-Registrar Agreement for .IO, .SH and .AC, the DPML Block Service Agreement, the DPML Block Reseller Agreement, as well as any other registry-registrar agreements held by ~~Identity Digital Donuts~~ or any of its affiliates or subsidiaries (collectively, the “Agreements”). Capitalized terms used but not defined in this Policy have the meanings ascribed to them in the corresponding ~~Identity Digital Donuts~~ Registry Terms and Conditions or DPML Terms and Conditions, as applicable, available on the Registrar Web Portal. **A registrar’s failure to pay Identity Digital Donuts any invoiced amounts in full when due constitutes a material default of the terms of this Policy and the Agreements.** DPML Resellers who are not registrars shall have all rights, responsibilities, and obligations of a “registrar,” as the term is used in this Policy, but only to the extent such, rights, responsibilities, and obligations apply to the sale of DPML Block Services.

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A. Pre-Pay and Post-Pay Billing Methods

1. Pre-Pay Terms

All registrars, unless ~~Identity Digital Donuts~~ otherwise agrees in writing, are subject to the following Pre-Pay Terms:

Each registrar must establish with ~~Identity Digital Donuts~~ a pre-paid cash deposit account in US Dollars prior to using any of the ~~Identity Digital Donuts~~ Services. ~~Identity Digital Donuts~~ may, in its sole discretion, permit certain registrars to fund their cash deposit account after transacting in the ~~Identity Digital Donuts~~ Services (“Post-Pay”). Registrars who wish to pay for the ~~Identity Digital Donuts~~ Services on the Post-Pay Terms, as described below, must first reach out to their ~~Identity Digital Donuts~~ account representative to authorize and initiate the registrar’s use of the Post-Pay Terms. Under no circumstances may a registrar pay for the ~~Identity Digital Donuts~~ Services under the Post-Pay Terms without the express written consent of ~~Identity Digital Donuts~~.

Deposit Account Thresholds

Registrar transactions for ~~Identity Digital Donuts~~ Services will be reflected in its cash deposit account in US Dollars for ~~Identity Digital Donuts~~ TLDs or for DPML Blocks (“Payment Balance”) in real-time via the Registrar Web Portal. Registrars are solely responsible for ensuring that the Payment Balance exceeds the applicable threshold levels ~~Identity Digital Donuts~~ establishes. All default values listed in this Payment Policy are subject to change in ~~Identity Digital's Donuts~~ sole discretion.

The following list outlines three distinct thresholds associated with deposit accounts. These thresholds provide registrars with benchmarks that must be satisfied to maintain a deposit account with ~~Identity Digital Donuts~~.

1. **Notification Threshold.** Upon signup, each registrar’s default Notification Threshold for replenishing its cash deposit account will be set to \$1,000. This value can be updated at any time upon request by contacting your ~~Donuts-Identity Digital~~ account representative. ~~Identity Digital Donuts~~ will automatically notify the registrar’s contacts, as listed in the Registrar Web Portal, via email when the Payment Balance reaches this default Notification Threshold.
2. **Restricted Threshold.** In addition to the Notification Threshold, ~~Identity Digital Donuts~~ also uses a Restricted Threshold to ensure registrars can meet their financial obligations. The default Restricted Threshold is set at \$500 and may be changed based on ~~Identity Digital’s Donuts~~ evaluation of objective criteria for determining registrar financial stability as applied consistently to all registrars. If a registrar’s Payment Balance falls below the Restricted Threshold, such registrar may be prohibited from registering new or explicitly renewing domain names or purchasing Domains Protected Marks List blocks (“**DPML Blocks**”). If the Restricted Threshold is triggered, ~~Identity Digital Donuts~~ may contact the registrar to assess the situation and ensure there is a plan in place to increase the deposit account balance. Only auto-renewals will be allowed for so long as the Payment Balance remains greater than the Final Threshold, as described below.
3. **Final Threshold.** The default Final Threshold is set at \$0, but may be higher based on ~~Identity Digital’s Donuts~~ evaluation of objective criteria applied consistently to all registrars. If a registrar’s Payment Balance falls below the Final Threshold, ~~Identity Digital Donuts~~ may disable all of the registrar’s domain name financial transactions (including renewals and auto-renewals) in the Shared Registry System (the “**SRS**”) or purchasing DMPL Blocks. ~~Identity Digital Donuts~~ may contact the registrar to assess and remedy the situation.

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

Deposit Account Threshold Example

The following thresholds apply to Registrar X:

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

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

Your payment balance is currently (\$XXX.XX) and has reached your notification threshold. Please deposit funds to allow you to continue purchasing or explicitly renewing domain name registrations, without disruption to your account.

If you have any questions on this subject, please contact billing@identity.digital.

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

Registrar Deposit Balance Review

To ensure that registrars can accurately track their Payment Balances, [Identity Digital Donuts](#) provides balance information via the following methods:

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

2. Post-Pay Terms

With [Identity Digital's Donuts](#)' explicit, written consent, and in its sole discretion, registrars who meet the Post-Pay Criteria described below will be permitted to continue to transact business with the [Identity Digital Donuts](#) SRS despite having an outstanding Payment Balance. To enroll in Post-Pay Terms, registrar must receive explicit, written approval from [Identity Digital Donuts](#).

Your [Identity Digital Donuts](#) Account Manager can help you start this process.

Post-Pay Criteria

To be eligible for these Post-Pay Terms, registrars must:

1. Have a three (3) month average minimum DUM count of 1,000 in the [Identity Digital Donuts](#) TLDs; and
2. Meet any other requirements established by [Identity Digital Donuts](#) from time to time.

Credit Limits

For those registrars allowed to transact under Post-Pay Terms, [Identity Digital Donuts](#) reserves the right to establish credit limits for each registrar (the "[Credit Limit](#)"). The Credit Limit will be communicated directly to each registrar and reflected in the Registrar Web Portal for senior account users. [Identity Digital Donuts](#) may adjust a registrar's Credit Limit at any time, but [Identity Digital Donuts](#) will endeavor to provide a registrar whose Credit Limit is *decreasing* thirty (30) calendar days' advance notice prior to making any adjustments. There will be no notice period if [Identity Digital Donuts](#) elects to *increase* a registrar's Credit Limit.

The following list outlines three distinct thresholds associated with Post-Pay accounts. These thresholds provide registrars with benchmarks that must be satisfied to maintain a deposit account with [Identity Digital Donuts](#).

1. **Notification Threshold.** Upon enrollment in the Post-Pay Terms, each registrar will be assigned a Notification Threshold for its Credit Limit. By default, this amount will be set at \$1,000 below the Credit Limit but can be adjusted at registrar's request by contacting its [Identity Digital Donuts](#) Account Manager. [Identity Digital Donuts](#) will automatically notify the registrar's billing contacts listed in the Registrar Web Portal via email when the Payment Balance owed reaches this pre-set Notification Threshold.
2. **Restricted Threshold.** In addition to the Notification Threshold, [Identity Digital Donuts](#) also uses a Restricted Threshold to ensure registrars can meet their financial obligations. The default Restricted Threshold is set at \$500 below the Credit Limit and may be changed based on [Identity Digital Donuts](#)' evaluation of objective criteria for determining registrar financial stability as applied consistently to all registrars. If a registrar's Payment Balance owed reaches the Restricted Threshold, such registrar may be prohibited from registering new or explicitly renewing domain names. If the Restricted Threshold is triggered, [Identity Digital Donuts](#) may contact the registrar to assess the situation and ensure there is a plan in place to make a payment against the Payment Balance owed. Only auto-renewals will be allowed for so long as the Payment Balance remains at an amount in excess of the Credit Limit, as described below.

3. **Credit Limit.** ~~Identity Digital Donuts~~ will assign each registrar a Credit Limit upon its enrollment in these Post-Pay Terms. If a registrar's Payment Balance reaches the Credit Limit, ~~Identity Digital Donuts~~ may disable all of the registrar's domain name financial transactions (including renewals and auto-renewals) in the SRS. ~~Identity Digital Donuts~~ will restore a registrar's access to transact on the SRS once ~~Identity Digital Donuts~~ receives payment in an amount that restores the registrar's Payment Balance to an amount that is less than its Credit Limit.

Post-Pay Account Threshold Example

The following thresholds apply to Registrar X:

- Notification Threshold: \$9,000 (\$1,000 below Credit Limit)
- Restricted Threshold: \$9,500 (\$500 below Credit Limit)
- Credit Limit: \$10,000

Registrar X has a current Payment Balance owed of \$5,000, with orders totaling \$4,300 anticipated in the coming weeks. If the Payment Balance owed exceeds \$9,000, notification emails, similar to the text below, will be sent to the notification contacts ~~Identity Digital Donuts~~ has on file for Registrar X:

Your payment balance is currently (\$XXX.XX) and has reached your notification threshold. Please make a payment to ~~Identity Digital Donuts~~ to allow you to continue purchasing or explicitly renewing domain name registrations, without disruption to your account.

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If you have any questions on this subject, please contact billing@donuts.eidentity.digital.

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If Registrar X's Payment Balance subsequently exceeds its Restricted Threshold, the SRS will automatically prevent Registrar X from registering any new or explicitly renewing domain names or purchasing DPML Blocks. ~~Identity Digital Donuts~~ may override this automatic limitation in its sole discretion at any time. Registrar X will be prevented from creating any new transactions until its Payment Balance is paid down to an amount that is below its Restricted Threshold. Auto-renewals will continue without interruption as long as the Payment Balance does not exceed Registrar X's Credit Limit. Please note that exceeding the Restricted Threshold is a situation that must be remedied pursuant to the Agreements.

Invoicing Procedures

Within thirty (30) calendar days of the end of each calendar month, each registrar enrolled in

Post-Pay Terms will receive an invoice from [Identity Digital Donuts](#) for the previous month's negative Payment Balance (e.g., amounts charged during February will be reflected on the March invoice). All invoiced amounts must be paid to [Identity Digital Donuts](#), using one of the payment methods described below, within fifteen (15) calendar days of the date of the invoice.

Termination of Post-Pay Terms

Registrar may, with thirty (30) calendar days' prior notice to its [Identity Digital Donuts](#) Account Manager, voluntarily elect to terminate its Post-Pay status and switch to the Pre-Pay Terms described above.

If a registrar on Post-Pay Terms fails to pay any outstanding amounts within ninety (90) calendar days from the date of any invoice, [Identity Digital Donuts](#) may terminate that registrar's Post-Pay status and transfer the registrar to the Pre-Pay Terms above and restrict that registrar's ability to transact with the SRS. On the ninety-first (91st) calendar day after the date of an unpaid invoice, all amounts owed to [Identity Digital Donuts](#), even those not yet invoiced, will become due and payable. Registrar will be unable to transact with the SRS, including issuing create, renew, and transfer commands, until registrar BOTH (1) pays all outstanding amounts owed to [Identity Digital Donuts](#) and (2) fully funds its deposit account. Once [Identity Digital Donuts](#) confirms that the registrar has a positive Payment Balance, [Identity Digital Donuts](#) will remove the payment-related restrictions placed on the registrar's ability to transact with the SRS.

If a registrar's Post-Pay status is revoked by [Identity Digital Donuts](#) for any reason, that registrar must wait ninety (90) calendar days before repetition for enrollment in Post-Pay status.

B. Payment Methods

For both Pre-Pay and Post-Pay Registrar accounts, [Identity Digital Donuts](#) accepts payment via credit cards and electronic funds transfer (EFT), including automated clearinghouse (ACH), federal funds wire, and international wire transfers. The Payment Balance reflects the net amount to be paid by registrar to [Identity Digital Donuts](#). Registrar will be solely responsible for paying all bank or transaction fees, including third party late fees or penalties, associated with making its payments to [Identity Digital Donuts](#). Registrars must account for transaction fees, if any, prior to sending funds to [Identity Digital Donuts](#).

[Identity Digital Donuts](#) accepts Visa, MasterCard and American Express credit cards. The minimum amount for each credit card transaction is \$500, and there is no maximum amount. All credit card transactions will include a three percent (3%) processing fee, which must be paid by the registrar in addition to the amounts owed to [Identity Digital Donuts](#). In the event of a credit card chargeback by a registrar, [Identity Digital Donuts](#) reserves the right to pass any and all fees charged to [Identity Digital Donuts](#) by its payment processor or by registrar's credit card company entirely to registrar for registrar to pay such fees in full. If a registrar issues a chargeback to [Identity Digital Donuts](#), [Identity Digital](#)

~~Donuts~~ reserves the right to cease accepting credit card payments from that registrar. Instead, the registrar must use an EFT method described above for payment.

C. Registrant Chargebacks

Registrars are responsible for all charges to registrants. If a registrar incurs a chargeback from a registrant, ~~Identity Digital Donuts~~ does not, and will not, incur the chargeback; this obligation to address registrant chargebacks will remain fully with the registrar.

D. Refund Policy

In addition to any refunds specified in the Agreements, ~~Identity Digital Donuts~~ will issue refunds only in instances of registry operator error. If ~~Identity Digital Donuts~~ lowers the Threshold amount, registrars will not be refunded the difference, instead the account will be depleted accordingly as transactions are processed in the ordinary course of business.

E. Additional Notes

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

A registrar's failure to pay ~~Donuts-Identity Digital~~ in full any invoiced amounts when due constitutes a material default of the terms of this Policy and the Agreements. Any such failure of payment, as well as other instances of registrar non-compliance with the terms of this Policy will allow ~~Identity Digital Donuts~~ to exercise all of its rights and remedies as set forth in this Policy and in the Agreements, including, without limitation, the right to: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from a registrar; (b) delete, transfer or place on lock, hold, or similar registry status domain names associated with any invoice not paid in full when due; (c) to deny, suspend, or cancel a DPML Block; and (d) pursue any other remedies available under the Agreements or this Policy, as either may be amended from time to time. ~~Identity Digital Donuts~~ will have the right to set off past due amounts due under this Policy from funds on deposit in Pre-Pay deposit accounts.

Updates and Modifications. ~~Identity Digital Donuts~~ has the full discretion and authority to update this Policy at any time without providing prior written notice to registrars. Registrars agree to be bound by any updated terms when they continue to transact in the TLDs following any change to the Policy