

PROPOSED CHANGES TO .ART RRA

(Changes in red font)

Registry-Registrar Agreement for .ART

This Registry-Registrar Agreement (the **Agreement**) is made and entered into by and between UK Creative Ideas Limited, a company incorporated and registered in the Isle of Man under company number 002002V having its registered office at 12 Mount Havelock, Douglas, IM1 2QG, Isle of Man, or its successor registry (**Registry**), and {\$reg_handle_name} of {\$company_name}, {\$company_address} {\$reg_handle_postcode} {\$reg_handle_country} with email {\$reg_handle_email} the ICANN-accredited registrar that has indicated that it accepts the terms of this Agreement (**Registrar**).

Registry and Registrar may be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

(A) **WHEREAS** Registry has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, top-level domain nameservers, and other equipment as registry operator for the ".ART" top-level domain (the **TLD**);

(B) **WHEREAS** multiple registrars will provide domain name registration services within the TLD;

(C) **WHEREAS** Registrar wishes to act as a registrar for the domain names offered by Registry within the TLD;

(D) **WHEREAS** Registrar has, where required by the Registry Services Provider, entered into the Master Access Agreement;

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

1. DEFINITIONS

1.1. For purposes of this Agreement, the following definitions shall apply:

1.1.1. **API** refers to the Application Program Interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.1.2. **Applicable Laws** means any applicable domestic laws, regulations or orders, including any national, regional and local laws, regulations or orders, and any applicable international laws, regulations and orders.

1.1.3. **Confidential Information** means the terms of this Agreement and all information and materials, including computer software, data, agreements, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party (as such terms are defined in clause 5.1) under this Agreement which would ordinarily be considered confidential or marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within fifteen (15) calendar days' of the disclosure of its confidentiality.

1.1.4. **DNS** refers to the Internet domain name system.

1.1.5. **Effective Date** means, as appropriate, the date on which Registrar indicated electronically that it accepts the terms of this Agreement or the date of the last party to execute a counterpart of this Agreement.

1.1.6. **EPP** means the protocol used by the Registry System, the Extensible Provisioning Protocol, and any extensions thereto supported by Registry.

1.1.7. **Early Access Program (EAP)** means a service allowing registrants to register domain names during the first days of General Availability at premium prices set in [Schedule B](#).

1.1.8. **Fees** mean the fees payable by Registrar to Registry pursuant to and in accordance with clause 4 (Fees) as set out in [Schedule B](#).

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

1.1.10. **ICANN Requirements** consist of the obligations set forth in the Registry Agreement, the obligations set forth in the latest version (including additional appendices) of the ICANN Registrar Accreditation Agreement (as defined in clause 3.1), any ICANN Temporary Specifications or Policies and Consensus Policies (as defined in the Registry Agreement), including the latest versions which may be found at <http://www.icann.org/general/consensus-policies.htm>.

1.1.11. **Master Access Agreement** means, where applicable, an agreement executed between the Registry Services Provider and the Registrar on or before the Effective Date on which terms the Registry Services Provider agrees to provide and the Registrar agrees to take and pay for certain services provided by the Registry Services Provider in connection with the TLD and any other second-level domains, top-level domains and/or country code top-level domains in respect of which Registry Services Provider may provide its services.

1.1.12. **Personal Data** has the meaning given to it in the UK Data Protection Act 1998.

1.1.13. **Registered Name** means a domain name registered by or on behalf of a Registrant in the Registry Database. A name in the Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g. a registered but inactive name).

1.1.14. **Registrant and/or Registered Name Holder** means the holder of a Registered Name.

1.1.15. **Registrar Console** means the Registrar interface which may be found at the URL specified in [Schedule C](#) or such other location as amended from time to time.

1.1.16. **Registration Agreement** means the Registrar's agreement with the Registered Name Holder that governs the access and use of the Registered Name. ([See schedule A](#))

1.1.17. **Registry Agreement** means the registry agreement dated as of 24 March 2016 entered into by and between Registry and ICANN for the operation of the TLD (which may be found at <https://www.icann.org/resources/agreement/art-2016-03-24-en>), as may be amended from time to time.

1.1.18. **Registry Database** means a database comprised of data about one or more Registered Names that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.

1.1.19. **Registry Policies** means any policy, procedure, or guideline that governs access to and use of the TLD as set forth in the Registry Agreement and as established by Registry from time to time (in a non-arbitrary manner applicable to all registrars and consistent with any requirements or obligations provided by ICANN or within the Registry Agreement) and which are incorporated into this Agreement by reference. Registrar must review such policies, procedures or guidelines as they form part of this Agreement and are subject to amendment from time to time.

1.1.20. **Registry Services** means those services that Registry is required to provide in order to comply with its Registry Agreement including products or services that Registry is required to provide as a result of ICANN Requirements; the services set out in this Agreement; and any additional services that only a registry operator is capable of providing by reason of its designation as the registry operator and as approved by ICANN from time to time.

1.1.21. **Registry Services Provider** means the third party contracted by Registry to operate the technical infrastructure for the TLD including the Registry System and Registry Database, and to provide the Registry Services to third parties, on behalf of Registry as identified in [Schedule C](#) or such other third party as may be notified by Registry to Registrar from time to time.

1.1.22. **Registry System** means the shared registry system operated by Registry through the Registry Services Provider for the registration of Registered Names by multiple registrars in the TLD.

1.1.23. **Registry Website** means the website which may be found at <http://nic.art> or any other website notified by Registry to Registrar from time to time.

1.1.24. **Term** means the term of this Agreement, as set forth in clause 6.1.

1.1.25. **TLD** means the .ART top-level domain of the DNS for which Registry is registry operator.

1.1.26. **Working Day** means a day that is not a Saturday, Sunday, Christmas Day, Good Friday and any day that is a bank holiday in England.

1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. A reference to **writing** or **written** includes e-mail and communications made via the Registrar Console but not fax or any other means of electronic communication unless expressly agreed by Registry.
- 1.7. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.8. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. REGISTRY'S RIGHTS AND OBLIGATIONS

- 2.1. **Access to Registry System.** Subject to the terms and conditions of this Agreement and the terms and conditions of any Master Access Agreement, Registry shall procure that Registry Services Provider provides Registrar with access to the Registry System to exchange domain name registration information, with the Registry System.
- 2.2. **Maintenance of registrations sponsored by Registrar.** Subject to the terms and conditions of this Agreement, ICANN Requirements and Registry Policies, Registry shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System for which Registrar has paid the Fees.
- 2.3. **Changes to Registry System.** Registry may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry will provide Registrar with at least thirty (30) days' notice prior to the implementation of any material changes to the Registry System, unless it is a change to EPP or requires implementation by Registrar in which case Registry will provide Registrar with ninety (90) days prior notice. Registry will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes. These notice periods shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, immediate implementation of ICANN temporary policies (Spec 1, Section 2 of the Registry Agreement), or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; and/or (iii) data traffic not conforming to the protocols used by the Registry System, but Registry will use commercially reasonable efforts to provide notice as soon as practicable.

2.4. Engineering and Customer Service Support. During the Term of this Agreement, Registry, through its Registry Service Provider, will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for engineering, billing and other issues solely relating to the Registry System and its operation.

2.5. Handling of Personal Data.

2.5.1. Registry shall comply with its obligations under Applicable Laws in relation to the processing of Personal Data and shall notify Registrar of Registry's published privacy and/or data protection policy (Registry Privacy Policy). Registrar may refer Registered Name Holders to Registry Privacy Policy where necessary.

2.5.2. To the extent (if at all) Registry is a 'data processor' (as defined in the Data Protection Act 1998) in respect of any Personal Data, Registry:

(i) shall take appropriate technical and organisational measures to protect such Personal Data against unauthorised access to, or unauthorised disclosure, alteration or destruction of such Personal Data; and

(ii) not use or authorise the use of such Personal Data in a way that is incompatible with the **Registry Privacy Policy**.

2.5.3. Registry may from time to time use demographic data collected for statistical and research purposes, provided that such analysis will not result in the disclosure of Personal Data and provided that such use is compatible with the Registry Privacy Policy regarding the purpose and procedures for such use.

2.5.4. Subject to clause 2.5.3, Registry will not assign or transfer any Personal Data to any third party provided that, if and when required by ICANN, Registry may make Personal Data available to ICANN or any relevant government or law enforcement agencies. Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data as described in this clause 2.5.

2.6. Registry Policies. Unless any changes are required to be made immediately under Applicable Laws, Registry will use commercially reasonable endeavours to provide Registrar with not less than thirty (30) calendar days' notice of any changes to the Registry Policies, provided that where such updates or modifications would or might materially impact Registrar operations or product development, Registry will use commercially reasonable endeavours to provide additional notice to Registrar.

2.7. ICANN Requirements. Registrar acknowledges that Registry's obligations under this Agreement are subject to modification at any time as a result of ICANN-mandated requirements, including any Consensus Policies or Temporary Policies (as such terms are defined in the Registry Agreement), or other processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registry may update, revise, amend, or change any Registry Policies without advance notice to the Registrar if such update, revision, amendment, or change is mandated by ICANN. Nothing in this Agreement entitles Registrar to enforce the Registry Agreement or any other agreement between Registry and ICANN or between Registry and the Registry Services Provider.

2.8. Reservation of Rights for Registry.

2.8.1. Registry reserves the right to instruct the Registry Services Provider to deny, cancel, transfer or place any domain name on "registry lock", "hold" or similar status, that it deems necessary in its discretion or otherwise make unavailable any registration that it deems necessary:

(i) to protect the integrity and stability of the registry;

(ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;

(iii) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries or subcontractors, or the officers, directors, representatives, employees, or stockholders of any of them;

(iv) for violations of this Agreement;

(v) to comply with its Acceptable Use Policy; or

(vi) to correct mistakes made by Registry or any registrar in connection with a domain name registration.

2.8.2. Registry also reserves the right to hold or lock a domain name during resolution of a dispute. Registry will provide Registrar notice via EPP, email or phone call of any cancellation, transfers or changes made to any registration by Registry (in respect of a domain sponsored by Registrar).

2.8.3. Registrars **MUST accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.**

2.8.4. Registrars **MUST NOT renew a domain name to a URS Complainant who prevailed for longer than one year (if allowed by the maximum validity period of the TLD).**

2.9. **New Registry Services.** Registry shall provide Registrar not less than ninety (90) calendar days' written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the Registry Agreement (**New Registry Services**). Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions and/or Registry Policies regarding such New Registry Services. Unless Registrar wishes to participate in the provision of any products or services relating to New Registry Services, it shall not be obligated to accept or comply with any additional terms and conditions and/or Registry Policies pertaining to the New Registry Services. Such notice shall not be a substitute for the notice required in clause 2.3 above.

2.10. **Price List.** Registry will provide a current price list of all domains available to be registered that do not have standard pricing, including, registration, renewal, transfer and redemption pricing, along with tier name, if applicable, through Registry Services Provider.

2.11. **Withheld (Reserved) Second-Level Domains.** Registry reserves the right to withhold (reserve) second-level domain names from registration and/or availability, and Registry will make a list thereof available for download. Registry may update such list from time-to-time.

2.12. **Zone Files.** Registry will provide Registrar with access to registry zone files for the TLD, to be updated every twelve (12) hours. Registry will also provide a current list of all domain names that are not available to be registered, including restricted and/or reserved domains that have not been registered and will provide updates to the list as may be made. Registry will provide Registrar with a daily file that includes all Registrar-registered domain names with renewal and redemption pricing, if different to the standard pricing.

3. REGISTRAR'S RIGHTS AND OBLIGATIONS

3.1. **ICANN-accredited registrar.** During the Term, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar under the 2013 Registrar Accreditation Agreement (as may be amended or superseded and as executed by the Registrar from time to time). Failure to maintain such accreditation will constitute a material breach of this Agreement.

3.2. Registrar customer support.

3.2.1. Registrar shall be responsible for providing customer support, in particular:

(i) support to accept orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar's discretion), or transfer of Registered Names; and

(ii) customer service and billing and technical support to Registrants.

3.2.2. Notwithstanding clause 3.2.1 Registrar reserves the right to discontinue sponsoring new registrations of Registered Names upon giving Registry not less than thirty (30) calendar days' notice of such discontinuation, and in such event, Registrar will still be required to provide cancellations, modifications, renewals, deletions, redemptions or transfers of Registered Names.

3.2.3. Registrar shall, consistent with ICANN Requirements, provide to Registrants emergency contact information for critical situations such as, for example, domain name hijacking.

3.3. **Resellers.** Registrar may allow its own resellers to facilitate the registration of domain names in the TLD (**Resellers**). In this case Registrar:

3.3.1. shall require Resellers to comply with all of the Registrar's obligations under this clause 3 (as appropriate to the services being provided by such Resellers); and

3.3.2. shall be primarily liable for all acts and omission of Resellers as if the same were made directly by Registrar.

3.4. Security.

3.4.1. Registrar agrees and undertakes to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between the Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ commercially reasonable measures to prevent its access to the Registry System granted under this Agreement from being used to:

(i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's own existing customers;

(ii) enable high volume, automated, electronic processes that send queries or data to the Registry System, any other registry operated under an agreement with ICANN, or any ICANN-accredited Registrar (except as reasonably necessary to register domain names or modify existing registrations); or

(iii) access the Registry System without authorisation and/or to access, modify, acquire or misuse the Registry System or data contained therein.

3.4.2. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.5. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its Registration Agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

3.5.1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and;

3.5.2. Operational standards, policies, procedures, and practices for the TLD established from time to time by Registry Operator, including without limitation all Registry Policies. Any additional or revised Registry Operator operational standards, policies, procedures, and practices for the TLD shall be effective thirty (30) days after posting on Registry Website. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's Registration Agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

3.6. Registration Agreement with Registered Name Holder.

3.6.1. At all times while it is sponsoring the registration of any Registered Name within the TLD, Registrar shall have in effect an electronic or paper Registration Agreement.

3.6.2. Registrar shall ensure that its Registration Agreement contains the provisions set out in Schedule A to this Agreement together with any other terms that are consistent with Registrar's obligations to Registrants and to Registry under this Agreement.

3.6.3. Upon request, the Registrar shall provide a copy of the current form of its Registration Agreement to the Registry.

3.7. Data submission requirements.

3.7.1. As part of its registration and sponsorship of Registered Names in the TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time.

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Registry in a timely manner. Registry shall be entitled at any time to verify the truth, accuracy and completeness of any information provided by Registrants whether directly through Registrar or otherwise and also compliance by Registrant with Registry Policies and ICANN Requirements. Registrar shall fully comply and cooperate with Registry in connection with such verification and furnish all requested documentation as Registry may reasonably require in order to complete such verification.

3.8. Transfer of sponsorship of Registered Names.

3.8.1. Registrar agrees to implement transfers of Registered Name registrations from any other ICANN-accredited registrar to Registrar and vice versa pursuant to the Inter-Registrar Transfer Policy (effective as of 1 December 2016), as may be amended from time to time by ICANN (*Transfer Policy*).

3.8.2. Within two (2) weeks after the TLD General Availability (as defined in the Launch Policy), Registry will allow and support bulk transfer to Registrar, without extension of the registration term, and Registry will reimburse Registrar for fees incurred under the Transfer Policy.

3.8.3. Where the sponsorship of a Registered Name is transferred from one ICANN-accredited registrar to another ICANN-accredited registrar, Registry will require the registrar receiving the sponsorship to request a renewal of at least one (1) year for the Registered Name. In connection with that extension, Registry will charge the applicable fee for the requested extension, based upon the registration fee applied to the domain name at the time of registration. The transfer shall result in an extension according to the renewal request, subject to a ten (10) year maximum on the future term of any domain name registration. The applicable renewal fee shall be paid in full at the time of the transfer by the ICANN-accredited registrar receiving sponsorship of the domain name.

3.9. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with all Applicable Laws and Registry Policies limiting the domain names that may be registered, as may be amended by Registry at its sole discretion from time to time.

3.10. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the registry records will prevail as authoritative.

4. FEES

4.1. **Registry Fees.** Registrar agrees to pay Registry or its designee the Fees for initial and renewal registrations and other services provided by Registry to Registrar under this Agreement. Fees shall be non-refundable except at Registry's sole discretion. (Schedule B)

4.2. **Variable Registry-Level Fees.** In addition, Registrar agrees to pay Registry or its designee any applicable "Variable Registry-Level Fees" assessed to Registry by ICANN, as permitted by subsection 6.3 of the Registry Agreement, by no later than thirty (30) calendar days after the date of an invoice from Registry for such fees.

4.3. **Changes in Registry Fees.**

4.3.1. Subject to clause 4.3.2 in respect of renewal registration fees, Registry reserves the right to prospectively amend the Fees in its sole discretion upon giving ninety (90) calendar days' notice to Registrar.

4.3.2. Notwithstanding clause 4.3.1, where Registry proposes any change to renewal registration fees that are set following initial registration, it shall provide one hundred and eighty (180) calendar days.

4.3.3. Registry may reduce Fees on such notice and in such manner as permitted by the Registry Agreement in relation to Qualified Marketing Programs (as defined in subsection 2.10(c) of the Registry Agreement) in a manner consistent with ICANN Requirements and the Registry Policies.

4.4. **Taxes.** The Fees and "Variable Registry-Level Fees" due under this Agreement are exclusive of tax. Each Party will be responsible for all taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware. All payments due to Registry shall be made without any deduction or withholding on account of any tax, duty, charge or penalty.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. **Confidential Information.** During the Term of this Agreement, each Party (the **Disclosing Party**) may disclose its Confidential Information to the other Party (the **Receiving Party**). Each Party's use and disclosure of the Confidential Information of the other Party shall be subject to the following terms and conditions:

5.1.1. Confidentiality obligations - the Receiving Party shall:

(i) treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable technical and physical security measures and operating procedures;

(ii) agree that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its rights or performing its obligations under this Agreement and for no other purposes whatsoever;

(iii) except as expressly contemplated hereunder, make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a company, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who need to know such Confidential Information and have entered into legally binding confidentiality obligations with the Receiving Party;

(iv) not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party;

(v) not prepare any derivative works based on the Confidential Information.

5.1.2. Exceptions - notwithstanding the foregoing, this clause 5 imposes no obligation upon the Parties with respect to information that:

(i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or

(ii) is or has entered the public domain through no fault of the Receiving Party; or

(iii) is known by the Receiving Party prior to the time of disclosure; or

(iv) is independently developed by the Receiving Party without use of the Confidential Information; or

(v) is made generally available by the Disclosing Party without restriction on disclosure; or

(vi) is disclosed to comply with law, including any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body.

5.1.3. Duties following termination - the Receiving Party's duties shall expire two (2) years' after the expiration or termination of this Agreement or earlier upon written agreement of the Parties.

5.2. **Licences.** Subject to the licenses granted under this Agreement, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.1. Registry licence grant - subject to the terms and conditions of this Agreement and any usage guidelines issued by Registry from time to time (which may be amended by Registry on giving Registrar sixty (60) calendar days' prior written notice) (**Usage Guidelines**) Registry grants to Registrar a limited, non-exclusive, non-transferable (provided that Registrar may grant a limited sub-licence under clause 3.3.1, royalty-free, worldwide licence during the Term and solely for the purposes of marketing and sell domain names in the TLD to:

(i) use all components owned by or licensed to Registry in and to the Registry Service Providers' software, documentation, operation manuals, Registrar Console and Registry System (including updates and redesigns thereof);

(ii) state that it is a registrar for the TLD;

(iii) link to specified pages and/or documents on or within the Registry Website;

- (iv) use the TLD's name and designated logos for marketing and promotional purposes; and
- (v) use and reproduce any marketing and promotional materials and other collateral which may be provided by Registry from time to time, together the **Licensed Materials**.

5.2.2. Limitations on registry licence grant - unless it has obtained Registry's prior written consent, Registrar shall not:

- (i) subject to clause 3.3.1, grant any sub-licence to the Licensed Materials or otherwise permit any use of the Licensed Materials by or for the benefit of any party other than Registrar or Registrants;
- (ii) decompile, reverse engineer, copy or re-engineer any of the Licensed Materials for any unauthorised purpose; or
- (iii) use or permit the use of the Licensed Materials in violation of Applicable Laws.

5.2.3. Registrar licence grant - Registrar grants to Registry a limited, non-exclusive, royalty-free, worldwide licence to use the data elements it submits to the Registry System for the purpose of operating the TLD.

6. TERM AND TERMINATION

6.1. Term of Agreement, Revisions.

6.1.1. The term of this Agreement shall commence on the Effective Date and shall continue unless terminated by either Party in accordance with the provisions of this Agreement, on the last day of the calendar month which is thirty six (36) months following the Effective Date (**Initial Term**). This Agreement shall automatically renew for successive periods of twelve (12) months (each a **Renewal Term**) unless either Party provides to the other not less than sixty (60) calendar days' notice prior to expiry of the Initial Term or the relevant Renewal Term.

6.1.2. In the event that revisions to Registry's approved form of registry-registrar agreement for the TLD are approved or adopted by ICANN, Registry may notify Registrar that it has thirty (30) days from the date of notice of any such revision (**Notice Period**) to execute an amendment substituting the revised agreement in place of this Agreement. In the event of such notice, Registrar may, at its option exercised within the Notice Period, terminate this Agreement immediately by giving written notice to Registry; provided, however, that in the event Registry does not receive such executed amendment or notice of termination from Registrar by the end of the Notice Period, Registrar shall be deemed to have agreed and executed such amendment.

6.2. **Termination.** This Agreement may be terminated as follows:

6.2.1. **Termination for material breach.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

6.2.2. Termination upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

6.2.3. Termination in the event of termination of Registry Agreement. In the event that the Registry Agreement is terminated or expires without entry into a subsequent registry agreement with ICANN or this Agreement is not assigned under clause 10 (Assignments), this Agreement shall terminate with effect from the date of termination or expiry of the Registry Agreement or on the expiry of its Term.

6.2.4. Termination in the event of insolvency or bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

6.2.5. Termination in the event of legal infraction. Registry may terminate this Agreement if Registrar, or any of its officers or directors, is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Registry reasonably deems as the substantive equivalent of those offenses

6.2.6. Registry may terminate the Agreement, if Registrar continues acting in a manner that Registry has reasonably determined endangers the stability or operational integrity of the Internet or the Registry System after receiving seven (7) calendar days' notice of that determination.

6.2.7. Termination at option of Registrar. Registrar may terminate this Agreement at any time, for any reason, by providing sixty (60) calendar days' prior written notice to Registry

6.3. Effect of Termination. Upon the expiration or termination of this Agreement:

6.3.1. in so far as it commercially reasonable, Registry will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry for Fees are current and timely;

6.3.2. Registrar shall immediately transfer its sponsorship of all Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN;

6.3.3. in the event Registry terminates this Agreement in accordance with clauses 2.8 (Reservation of Registry's rights) and/or 6.2 (Termination) Registry reserves the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of the Registrants to other ICANN-accredited registrars;

6.3.4. all Confidential Information of the Disclosing Party received under this Agreement and in the possession of the Receiving Party shall be immediately returned to the Disclosing Party;

6.3.5. all Fees owing to Registry shall become immediately due and payable; and

6.3.6. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

6.4. **Liability for termination.** Neither Party shall be liable to the other for losses or damages of any sort resulting solely from terminating this Agreement in accordance with its terms, but each Party shall be liable for any loss or damage arising from any breach by it of this Agreement to the extent provided herein.

7. REPRESENTATIONS, WARRANTIES & INDEMNITIES

7.1. **Registrar's warranties.** Registrar represents and warrants that:

7.1.1. it is an entity duly formed and validly existing under the laws of its place of formation;

7.1.2. it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

7.1.3. it is, and during the term of this Agreement will continue to be, accredited by ICANN or its successor;

7.1.4. the execution, performance and delivery of this Agreement has been duly authorised by Registrar's officers; and

7.1.5. it shall in performing its obligations under this Agreement comply with all applicable laws and regulations and that no further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

7.2. **Registry's warranties.** Registry warrants that:

7.2.1. it is an entity duly formed and validly existing under the laws of its place of formation;

7.2.2. it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

7.2.3. the execution, performance and delivery of this Agreement has been duly authorised by Registry's officers; and

7.2.4. no further approval, authorisation or consent of any governmental or regulatory authority is required to be obtained or made by Registry in order for it to enter into and perform its obligations under this Agreement.

7.3. **Disclaimer of warranties.** THE REGISTRY SYSTEM AND RELATED SOFTWARE, DOCUMENTATION, OPERATION MANUALS AND REGISTRAR CONSOLE AS WELL AS UPDATES AND REDESIGNS THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SAME WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRY SYSTEM, AND RELATED SOFTWARE, DOCUMENTATION,

OPERATION MANUALS AND REGISTRAR CONSOLE (INCLUDING UPDATES AND REDESIGNS THEREOF) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SAME WILL BE CORRECTED. FURTHERMORE, REGISTRY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRY SYSTEM, RELATED SOFTWARE, DOCUMENTATION, OPERATION MANUALS AND REGISTRAR CONSOLE (INCLUDING UPDATES AND REDESIGNS THEREOF) IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD ANY OF SAME PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

7.4. Indemnification.

7.4.1. Registrar, at its own expense and within thirty (30) calendar days after presentation of a demand by Registry under this clause 7.4, will indemnify, defend and hold harmless Registry, its affiliates, subsidiaries and subcontractors, and the respective directors, officers, employees, representatives, agents, affiliates, and stockholders or each of them (each an **Indemnified Person**), against any claim, suit, action, alleged claim, or other proceeding of any kind (a **Claim**) brought against that Indemnified Person based on, or arising from, a Claim or alleged Claim regarding Registrar's domain name registration business, including Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, or any other business conducted by Registrar in connection with the TLD; provided that in any such case:

(i) Registry or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim; and

(ii) upon Registrar's written request, Registry or any other Indemnified Person(s) provides to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim. Registrar shall reimburse Registry and such other Indemnified Person(s) for their actual and reasonable costs incurred in connection with providing such information and assistance.

7.4.2. Registrar will not enter into any settlement or compromise of any Claim without the prior written consent of such the Indemnified Person(s), which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry and other Indemnified Person(s) in connection with or arising from any such Claim.

8. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF CLAUSE 3 (REGISTRAR'S RIGHTS AND OBLIGATIONS) OR THE INDEMNIFICATION OBLIGATIONS IN CLAUSE 7.4 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUE/TURNOVER, LOST PROFITS, LOST OPPORTUNITIES, LOST CUSTOM/GOODWILL) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION

OBLIGATIONS IN CLAUSE 7.4 (INDEMNIFICATION) IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PARTIES EXCEED THE LESSER OF (1) THE TOTAL AMOUNT PAID TO REGISTRY UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD; OR (2) TWO HUNDRED AND FIFTY THOUSAND DOLLARS (US\$ 250,000).

9. NOTICES

9.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and sent:

9.1.1. in the case of Registry, to the postal address at the head of this Agreement marked for the attention of the Chief Executive Officer or by email to legal@art.art; or

9.1.2. in the case of Registrar, as shown at the top of this Agreement or to the address or email address notified in writing to Registry from time to time (Registrar may update its contact details from time to time via the Registrar Console), provided that notice shall be deemed properly given by Registry to Registrar at such time as Registry posts any notice, update, modification or other information on its Registry Website or the Registrar Console, so long as such notice, update, modification or other information is intended for all accredited registrars generally (e.g. adoption of a new Registry Policies).

9.2. Any notice or other communication delivered by:

9.2.1. hand shall be deemed delivered on signature of a delivery receipt;

9.2.2. pre-paid first class post or other next Working Day delivery service shall be deemed delivered at 09:00 on the second Working Day after posting;

9.2.3. e-mail shall be deemed delivered at the time of transmission;

9.2.4. the Registry Website or Registrar Console (in the case of any notice of other communication made by Registry) shall be deemed delivered one (1) hour after the time of posting.

9.3. For the purposes of this clause 9 and calculating deemed receipt, all references to time are to local time in the place of deemed receipt.

9.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. ASSIGNMENTS

10.1. **Assignment to Registry's successor.** In the event the Registry Agreement is terminated or expires without entry by Registry and ICANN of a subsequent registry agreement, Registry's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the TLD upon ICANN's giving Registrar written notice within sixty (60) calendar days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry under this Agreement.

10.2. **Assignment in connection with assignment of agreement with ICANN.** In the event that the Registry Agreement is validly assigned, Registry's rights under this Agreement shall

be automatically assigned to the assignee of the Registry Agreement. In the event that Registrar's accreditation agreement with ICANN for the TLD is validly assigned, Registry's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registry operator assumes the duties of Registry under this Agreement.

10.3. Other assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties. Registry may assign its rights and obligations under this Agreement to an affiliate without obtaining the consent of the Registrar. Registrar may not assign its rights and obligations under this Agreement to an affiliate without obtaining Registry's prior written consent (not to be unreasonably withheld).

11. MISCELLANEOUS

11.1. Multiple Registrars. Registry may engage multiple registrars to provide Internet domain name registration services within the TLD. Registrar acknowledges and agrees that this Agreement is non-exclusive and nothing in this Agreement prohibits Registry from engaging in or participating with one or more third parties in business arrangements similar to or competitive with those described in this Agreement.

11.2. No Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either Party to any non-party to this Agreement, including any Registered Name Holder. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

11.3. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

11.4. Force Majeure. Neither Party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a **Force Majeure Event**) including or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either Party's employees), internet disruption or outage, fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither Party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either Party's performance of this Agreement, such Party shall be excused from performance of its obligations (other than payment obligations) during the first six (6) months of such interference, provided that such Party uses all reasonable endeavours to avoid or remove such causes of non-performance as soon as possible.

11.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.6. Amendments. Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Parties or via electronic means save that any applicable Registry Policies may be updated from time and posted for review on its website and or the Registrar Console. Registry may revise any URLs and provide changed or updated contact details noted herein from time to time in its sole discretion upon notice to Registrar.

11.7. Waivers. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

11.8. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. Unless otherwise stated in this Agreement, references to a number of days shall mean consecutive calendar days.

11.9. Further Assurances Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

11.10. Severability. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted there for such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable law.

11.11. Entire agreement. This Agreement including documents incorporated by reference constitutes the entire agreement of the Parties hereto pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties on that subject.

11.12. Dispute resolution. The Parties shall attempt to first resolve any dispute or controversy between the Parties arising out of or in connection with this Agreement before resorting to formal arbitration. Any controversy or claim arising out of or relating to this or in connection with this Agreement, including requests for specific performance, shall be resolved exclusively through an arbitration conducted as provided in this clause 11.12 and pursuant to the UNCITRAL Arbitration Rules in force at the time. The arbitration shall be

conducted in English and shall occur in London. There shall be one (1) arbitrator unless the Parties agree otherwise in writing. The Parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the UNCITRAL Arbitration Rules. The Parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within one hundred and twenty (120) calendar days' of the initiation of arbitration. The Parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the Parties during the pendency of an arbitration, the Parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in England, which shall not be a waiver of this arbitration agreement.

11.13. Governing law and jurisdiction. This Agreement will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Agreement, its subject matter, negotiation or formation will be determined in accordance with English law. Each Party irrevocably submits to the exclusive jurisdiction of the English courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Agreement.

THE PARTIES hereto have caused this Agreement to be signed electronically and executed by their duly authorized representatives.

SCHEDULE A - REGISTRATION AGREEMENT REQUIREMENTS

Please note: These requirements reflect the Public Interest Commitments defined in the Registry Agreement as approved through ICANN's consensus decision-making processes.

Registrar agrees and undertakes to ensure that the Registration Agreement expressly contains the following provisions (where terms defined in this Agreement may be defined by Registrar in a different manner under the Registration Agreement provided the meaning is the same):

1. Requiring Registrants to:
 - a. comply with the terms and conditions of Registry's initial launch of the TLD (including all of the applicable periods defined in the Launch Policy) and further acknowledge that, to the extent permitted by Applicable Law, Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to any of the applicable registration periods defined in the Launch Policy, including:
 - i. the ability or inability of a registrant to obtain a Registered Name during the periods defined therein; and
 - ii. the results of any dispute over registrations that are an identical match to trademarks or service marks listed in the Trademark Clearinghouse;
 - b. acknowledge and agree that all domain names in the TLD will be subject to the ICANN Requirements and Registry Policies;
 - c. consent to the use, copying, distribution, publication, modification and other processing of the Registered Name Holder's Personal Data by Registry and its designees and agents in a manner consistent with the Registry Privacy Policies, current ICANN policies, and with relevant mandatory local data protection and privacy laws;
 - d. submit to proceedings commenced under, and abide by all decisions made by panels in accordance with, ICANN's Uniform Domain Name Dispute Resolution Policy (*UDRP*), Post-Delegation Dispute Resolution Procedures (*PDDRP*) and the Uniform Rapid Suspension System (*URS*);
 - e. provide accurate registration information for the Registered Name (including email address confirmed by return email or other method), and immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;
 - f. provide accurate 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;
 - g. agree that the Registrant's provision of inaccurate or unreliable information, or its failure promptly to update information provided to Registrar, shall constitute a material breach of the Registration Agreement with Registrar and be a basis for cancellation of the Registered Name registration;
 - h. implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law, rules, policies and/or regulations if they collect and maintain sensitive health and financial data;
 - i. have any necessary authorisations, charters, licences and/or related credentials for their participation in the relevant market;

- j. comply with all ICANN Requirements and all operational standards, policies, procedures and practices for the TLD established from time-to-time consistent with ICANN Requirements;
 - k. comply with all applicable laws, rules, policies and/or regulations, 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. Requiring Registrants to acknowledge and agree that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on “registry lock”, “hold” or similar status, as it deems necessary, in its unlimited and sole discretion:
 - a. to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs);
 - b. to correct mistakes made by Registry or any registrar in connection with a domain name registration;
 - c. to protect the rights and property of Registry and to avoid any potential or actual liability, civil or criminal, on the part of Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - d. to protect the integrity and stability of the Registry System and the operation of the DNS;
 - e. to comply with all Applicable Laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or
 - f. for violation of the terms and conditions set forth in any applicable Registration Agreement.
3. Prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the Registered Name engaged in such activities.
4. Obtaining Registrants’ express consent for the collection and use of Personal Data for the provision of Registry Services and the express consent of each registrant applicant to being contacted by Registry in accordance with the Registry Policies.
5. Obtaining Registrant’s agreement to comply with the Acceptable Use Policy comprised in the Registry Policies.
6. Notifying Registrants of Registrar’s obligations including:
 - a. enforcing all ICANN policies including the requirement to provide accurate contact information for the Registrant; and
 - b. publishing any underlying Registrant information in WHOIs if the privacy and/or proxy provider determines that Registrant has breached its obligation to provide accurate contact information.
7. Including provisions substantially as follows (where any capitalised terms have been defined in the Registration Agreement):

- a. *“To the extent permitted by Applicable Law, Registrant shall indemnify, defend and hold harmless indemnify, and hold harmless UK Creative Ideas Limited (the registry operator for .ART), [Name of Registry Services Provider] (the registry operator’s current back-end technical services provider) and such parties’ officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the **Registry Related Parties**) from and against any and all claims made by third parties against the Registrant loss, liability, claims, demands, damages, cost or expense, causes of action, suits, or Registry Related Parties, including, but not limited to, all proceedings, judgments, awards, executions and liens, including lawyers’ fees on a full indemnity basis, and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, including Registrant’s use, display, exploitation, or registration of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from Registrant that it can satisfy and fulfil its indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement.”; and*
- b. *“The Registry is not a party to this Agreement and the Registrar does not act as agent for the Registry. However, the Registry and each of the Registry Affiliates are an intended beneficiary of any rights granted to it by this Agreement with the ability to enforce that right directly against Registrant (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise). Registrant and Registrar also acknowledge that the Registry in permitting the registration of a Domain Name and also in allowing a Domain Name to remain registered in the TLD, relies upon the fact that Registrant and the Registrar have agreed to the terms of this Agreement.”*

SCHEDULE B - REGISTRATION FEES

Note: All prices in this Schedule B exclude sales tax or VAT in the Registrar's applicable territory.

TLD Fees (per domain per calendar year) All fees are shown in US dollars.

Phase	Application Fee	Registration Fee	Renewal Fee
Sunrise	\$241	\$9	\$9
Limited Registration Period	n/a	\$150	\$9
General Availability	n/a	\$9 \$12	\$9 \$12
Early Access Program	To be provided to registrar thirty (30) days prior to EAP phase	To be provided to registrar thirty (30) days prior to EAP phase	To be provided to registrar thirty (30) days prior to EAP phase
Premium Domain Name	n/a	To be available to Registrar via EPP or at request of Registrar prior to the start of the Limited Registration Period	\$30 \$39

Other Fees

Transfer Fee	Applicable Renewal Fee From Above
Redemption Fee	\$40
Registry Lock Fee	\$TBD (per annum)

1. Early Access Program.

During the Early Access Program which occurs during the first 7 days of General Availability, available domain names may be registered on a first come-first served basis. Registrants, through Registrars participating in this phase, may purchase domain names by paying an Early Access fee for each domain name and the registration fee.

- (a) The Early Access Program Fee are set by the Registry and each registration will be charged a registration fee and Early Access Program Fee. The Early Access Program Fee will change, usually to a lower level each day of the Early Access Program.
- (b) The Early Access Program Fee and registrations will be provided to Registrars 30 days prior to the start of the Early Access Program.

1. Premium Domain Name Registrations:

The Registry will implement a Premium Name Program that will price some names at a higher price than standard wholesale price. The Registry reserves the absolute right to identify domain names to be offered during Limited Registration Period, EAP, General Availability or any other Period, which shall be provided for registration as defined and indicated by Registry as Premium Domain Names. The Registry pricing for Premium Domain Names will be set by the Registry. Registrars may offer the domains at marked-up pricing for registration by registrants and keep

any difference between the registration fee paid by the registrant and the Registry price. During Limited Registration Period, EAP and General Availability, Premium Domain Names will be available on a first-come-first-served basis.

2. **Premium Domain Name Pricing**

Premium Domain Names may have a fixed premium renewal fee (per year) and domain name transfer fee. The Registry reserves the right to change the registration fee for unregistered Premium Domain Names at its own discretion, provided the Registry provides Registrar with 90 (ninety) days prior notice for all such changes provided that Registry agrees to make no more than 2 (two) such changes to the Premium Domain Name List in any one year period in the TLD. Such prior notice may be provided by email, hand, registered mail, courier or express delivery service. Registry also reserves the right to add or remove unregistered domain names from the Premium Domain Name List in the TLD at its own discretion, provided the applicable notice periods for such changes are provided to Registrar, and provided that such additions and removals to and from the Premium Domain Name List shall be considered as changes for the purpose of the established limit of two (2) changes in any one year period in the TLD. For the avoidance of doubt, such change in the TLD may include a combination of price increases and decreases to multiple domain names resulting from changing domain name statuses from premium to non-premium or vice-versa.

SCHEDULE C – REGISTRY SERVICES PROVIDER

As at the Effective Date, the Registry Services Provider is as follows:

CentralNic Limited (company no 4985780)
6th Floor
35/39 Moorgate
London
EC2R 6AR

Note: CentralNic Limited requires all registrars to enter a Master Access Agreement.

As at the Effective Date, the URL for the Registrar Console is as follows:

<https://registrar-console.centralnic.com/dashboard/login>