

# Schedule C

UPDATED 20 July 2017

## Registration Agreement - Key Terms .tickets

### 1. gTLD .Tickets Registration Services

1.1 Your domain registration will be effective upon occurrence of all of the following:

- a) Your acceptance of this Agreement and the Registry Policies at <http://tickets.tickets/policies>, without modification, for .tickets domain name(s);
- b) The Registry accepting this Agreement and your domain registration application;
- c) Your Registrar delivering to the Registry the domain registration information you provide;
- d) Your compliance with Whois Verification Policies and process as documented at <http://tickets.tickets>
- e) Your payment of the a, registration, renewal and reinstatement fees as applicable;
- f) A publication of all registered domains and registrant name for such time as determined by the Registry on the Registry Website and
- g) The Registry accepting your application.

### 2. Multiple Domain Registrations:

The Registry in accordance with ICANN policies, reserves the rights to refuse to process multiple domain registrations.

### 3. Limitation of Liability:

3.1 You understand that the Registry disclaims, and you agree that the Registry is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registrar. The Registry will not be held liable, nor refund a domain name registration due to spelling errors/typos.

### 4. Fees:

**4.1 Payment of fees is a condition to domain registration.**

**4.2 All Registration Fees are non-refundable.**

You agree that the Registrar may retain the Registration Fees even in the event the registration is suspended or cancelled in accordance with the policies herein.

**4.4 Redemption Fees** will be payable should the non-renewal of a domain result in the domain entering the redemption grace period and the registrant of the expired domain requests to renew during the Redemption Grace Period.

## **5. Required domain registration information**

### **5.1 Registration information**

As part of the domain registration process and in accordance with ICANN Policies, a domain registrant is required to submit and keep current and accurate the following information (collectively, the "Registration Information"):

- a) The domain registrant's name and postal address;
- b) The domain being requested;
- c) Administrative contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain; and
- d) Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.

### **5.2 Post Registration Enhanced WHOIS Verification**

In order to ensure the accuracy of registration data, the Registry may from time to time verify the Whois information for all Registrations. For full details see <http://tickets.tickets/policies>. It is a contractual requirement of registering a .tickets domain that complete and accurate Whois information is supplied.

As part of the Enhanced Whois Verification, the Registry reserves the right to verify that the following conditions are satisfied:

- (a) The Registrant's name can be verified by checking against a third party database;

AND

- (b) The Registrant's address can be verified by checking against a third party database.

**5.2.1** Where the Registry is unable to verify the above conditions, it may contact the Registrar and/or the Registrant directly and ask that the inaccurate or incomplete Whois information be corrected or further documentary evidence to be submitted. For the purposes of Post Registration Enhanced Whois Verification, the documentary evidence could be one or more of the following:

- (a) In the case of a natural person:
  - (i) A valid driving licence;
  - (ii) A valid passport;
  - (iii) A valid national ID card;
  - (iv) A National Insurance card (for UK citizens);
  - (v) A residence permit;
  - (vi) A utility bill from the last 3 months; or

- (vii) A bank statement from the last 3 months.
- (b) In the case of a domain for a business or organisation:
  - (i) A business license;
  - (ii) A certificate of formation;
  - (iii) Articles of incorporation;
  - (iv) A corporate operating agreement;
  - (v) Charter documents;
  - (vi) An attorney opinion letter;
  - (vii) A mission statement for non-profit organization;
  - (viii) An official company letterhead; or
  - (ix) A company stamp.

**5.2.2** Failure to provide accurate Whois Data and/or documentary evidence at the request of the Registry may result in the suspension or cancellation of a Registration.

**5.2.3** The Registry may conduct Enhanced Whois Verification on change of registrant's name and/or address.

**5.2.4** You agree that the Registry and/or Registry Verification Agent may from time to time contact you to comply with the policies herein.

### **5.3 Additional registration information.**

In addition, in accordance with ICANN policies, the Registrar is obligated to maintain additional information relating to a domain registration, which may include (collectively, "Additional Registration Information"):

- a) The date of the domain registration;
- b) The submission date and time of the registration application;
- c) Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
- d) Records of account for your domain registration, including dates and amounts of all payments and refunds;
- e) The IP addresses of the primary nameserver and any secondary nameservers for the domain;
- f) The corresponding names of those nameservers;
- g) The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
- h) The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain; The expiration date of the registration; and
- i) Information regarding all other activity between you and Registrar regarding your domain registration and related services.

#### **5.4 Use of registration information and additional registration information.**

You agree and acknowledge that the Registrar will make available the Registration Information and Additional Registration Information to other third parties such as, ICANN, the Registry Operator and its third party data escrow, Registry Verification Agent, and registry services providers; and as applicable laws may require or permit. By Applying for the .tickets domain name you agree that the .tickets Registry and its third party agents may contact you with regards to processing your registration for .tickets domain name.

Additionally, you acknowledge and agree that the Registry may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Registrar may or must make available to the public or to private entities, and the manner in which such information is made available.

#### **5.5 Domain Name Registration Publication**

You agree for the domain name(s) you submitted with your application to be published on the Registry website, and published through other media. For further information see the full policies at <http://NIC.tickets>.

**6 Privacy Policies** You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information. The full details of the Registry Privacy Policy which may be updated from time to time can be found at <http://tickets.tickets/policies>.

#### **7. Registry prohibits proxy/privacy registration services**

7.1 You may not use any privacy or proxy service for a .tickets domain name. Whois information must be true and accurate and contain the registrant data for the entity registering the domain that meets the eligibility policies of the Registry.

7.2 The registry reserves the right to offer registry privacy services.

#### **8 Obligations regarding information updates and accuracy**

As a condition to continued registration of your domain, you must keep the Registration Information current, complete and accurate. You may access your Registration Information in the Registrar's possession to review, modify or update such Registration Information, by accessing the Registrar's domain manager service, or similar service, made available at the Registrar's website. In accordance with ICANN policies, you acknowledge and agree that if you wilfully provide inaccurate information or fail to update your Registration Information promptly will constitute a material breach of this Agreement and may result in the cancellation of your domain registration. You further agree that your failure to respond in

less than ten (10) Business Days to inquiries by the Registrar concerning the accuracy of the Registration Information or immediately upon discovery of any wilful inaccuracy (including e.g. phone number of the type 555-1212, 000-0000) associated with your domain registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain registration.

## **9 Ownership of data**

You agree and acknowledge that the Registrar owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Registrar owns the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorised contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the Whois or similar database; and (e) any other information the Registrar generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Registrar does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database.

## **10 Registry Lock Services**

All .tickets domains may apply for the additional security of the Registry's Lock Services. Details of the Service can be found in the full policy documentation at <http://tickets.tickets/policies>.

## **11. Registration renewal**

### **11.1 Renewal obligations**

You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration. You may renew your domain at any time before the expiration date.

### **11.2 Information requirements for renewals**

Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

### **11.3 Redemption Grace Period**

If you fail to renew your domain name during the period and the domain lapses into the Redemption Grace Period, and you then wish to renew your domain you will be charged an additional Redemption Fee.

## 12. Dispute resolution policy

12.1 You agree to be bound by the appropriate domain dispute resolution policies applicable to the .tickets domain that you have selected. The dispute policies can be found at <http://tickets.tickets/policies>. These dispute policies are a component of every Agreement and are hereby incorporated and made a part of this Agreement by reference. You agree that you will be subject to the provisions specified in the dispute policies in effect at the time your domain registration is disputed. In the event a domain dispute arises, you will indemnify and hold Registrar and the Registry harmless. The dispute policies may be modified at any time by the Registry and your continued use of the domain registered to you after any such modification shall constitute your acceptance of the modified dispute policies and this Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled.

## 13. Change of registrant of the domain(s)

13.1 Change of contacts or assignment of domain name registration whilst permitted, is subject to all the Registry policies at <http://tickets.tickets/policies> and other policies herein.

## 14. Acceptable Use Policy

14.1 The Registrant must comply with the .tickets Anti-Abuse and Acceptable Use Policy at <http://tickets.tickets/policies>. In support of the Registry's aim of protecting both rights holders and consumers, its Acceptable Use Policy prohibits certain activities including:

- a) Selling fake, counterfeit, non-existent, fraudulent or unauthorised goods, services, licenses, or other products including tickets;
- b) Transmitting or redirecting to misleading information about the value, price, quality and/or availability of goods or services (including tickets);
- c) Transmitting or redirecting to misleading information concerning its relationship with a source of goods and services (including tickets);
- d) Breaching consumer protection regulations; or
- e) Impersonating others.

### 14.2 Additional Terms in relation to .tickets Acceptable Use Policy

All registrants must:

14.2.1 Comply with all obligations, imposed by ICANN, in connection with its Governmental Advisory Committee Advice;

14.2.2 Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse;

14.2.3 Generally conduct their activities in the interests of the consumers they serve and comply with consumer protection regulations; and

14.2.4 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, disclosure of data, and financial disclosure.

## **15. Agents and licensing**

Subject to the Registry's prohibition on use of proxy and privacy services, you agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Agreement, including the dispute policies. The name listed as registrant of the domain or the appropriate officer of a listed organisation (at the Registrar's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you remain fully liable for any actions of the licensee using the domain.

## **16. Representations and warranties**

In the event that, in registering the domain, you are providing information related to a third party or on behalf of an organisation or a company, you hereby represent and warrant that you: (a) are duly authorised to register the domain(s); (b) have provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement; and (c) have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate and that you are not a proxy.

## **17. Indemnification**

This indemnification obligation shall survive the termination or expiration of the registration agreement.

### **17.1 Indemnification of the Registrar and the Registry**

You will indemnify, hold harmless, and defend the Registry, the Registrar and all their subsidiaries and parent entities, predecessors, successors, affiliates, and assigns, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Agreement or any of the Registry and or the Registrar's policies applicable to this domain registration or related services, (b) the operation of

your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" includes without limitation fees and costs incurred to interpret or enforce this section. The Registrar and the Registry may, at its expense, employ separate counsel to monitor and participate in the defence of any Claim. The Registrar will provide you with reasonably prompt notice of any Claim.

#### **17 .2 Indemnification of ICANN and Registry**

You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to the Registrar and the .tickets Registry and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same.