

Donuts Registrant Terms and Conditions

Registrant is hereby prohibited 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.

Registrant hereby consents to the collection and use of such Registrant's Personal Data according to the Handling of Personal Data section.

Handling of Personal Data

Donuts shall handle Personal Data submitted to Donuts by Registrar in accordance with its published privacy policy located at the Registry Website under "Policies" (the "Privacy Policy"). Donuts will provide sixty (60) days' prior written notice of any changes to the Privacy Policy. Donuts may from time to time use data submitted by Registrar for statistical analysis, provided that any such analysis will not disclose individual non---public Personal Data and such non---public Personal Data is only used for internal business purposes. Donuts will not share, sell, rent or otherwise disclose such non---public Personal Data to any third parties.

Indemnification Required of Registrants.

Registrant will (within thirty days of demand) indemnify, defend and hold harmless the Registry Operator (by express reference), Donuts' service providers, Registrar and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. Registrant shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.

Additional Requirements for Registration Agreement

Registrant consents to (a) the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by Donuts, and (b) Donuts rights under the Reservation of Rights section..

Reservation of Rights

Donuts reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) or other transactions on registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the Donuts TLD registries or the Registry System; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement,

including, without limitation, any exhibits, attachments, or schedules hereto; or (e) to correct mistakes made by Donuts or any Registrar in connection with a domain name registration. Donuts also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

Representations and Warranties

Applicant or Registrant, as the case may be, acknowledges 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 shall participate in good faith in any proceedings commenced by or against the Applicant or Registrant as described in the Terms and Conditions or the Registry-Registrar Agreement; and
- c) The Applicant or Registrant accepts and will abide by the Registry Policies.

The Registry's Rights regarding Applications

Applicants and Registrants expressly acknowledge and accept, that the Registry shall 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 may be otherwise provided by Registry in writing.

Additional Safeguards for Regulated and Highly Regulated TLDs

Regulated TLDs

By resolution on February 5, 2014, the ICANN Board New gTLD Program Committee identified the following domains as “Regulated TLDs”:

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

In addition to the terms in the Registrant Agreement, all Registrants holding names in a Regulated TLD expressly agree:

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. To notify Registrants at the time of registration of the requirements to comply with all applicable laws; and
3. Those 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

By resolution on February 5, 2014, the ICANN Board New gTLD Program Committee identified the following domains as “Highly Regulated TLDs”:

.surgery, .dentist, .hospital, .medical, .doctor, .creditcard, .insurance, .bet, .bingo, .poker, .casino, .charity, .university, .attorney, .cpa, .lawyer, .corp, .gmbh, .inc, .llc, .ltd, .sarl, .fail, .gripe, .sucks, and .wtf

In addition to the terms in the Registrant Agreement, AND the additional requirements for Regulated TLDs, all Registrants holding names in a Highly Regulated TLD expressly agree:

1. 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;
2. To represent that the Registrant possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD; and

3. To report any material changes to the validity of the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly Regulated TLD to ensure the Registrant continues to conform to the appropriate regulations and licensing requirements and generally conduct their activities in the interests of the consumers they serve.