

## **PROVISIONS SPECIFIC TO .GMBH REGISTRATIONS**

Extra Dynamite, LLC ("Registry"), a subsidiary of Donuts Inc. ("Donuts"), is the registry operator for the .GMBH gTLD. "Registry Policies" means the rules, protocols, policies or procedures, including without limitation those found at [www.donuts.co/policies/](http://www.donuts.co/policies/), adopted and/or amended from time to time by the Registry.

### **GENERAL PROVISIONS**

*Representations and Warranties.* You represent and warrant that:

- (a) your application and registration for a domain name 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; and
- (b) you accept and will abide by the Registry Policies.

*Fees.*

- (a) You acknowledge and agree that domain names are variably priced in the Donuts gTLDs (i.e., some are Standard Names and others Premium Names). "Standard Name" means the lowest-priced and most common type of domain name made available by the Registry on a first-come, first-served basis. "Premium Name" is a domain name designated by the Registry, in its sole discretion, for non-standard pricing.
- (b) You acknowledge and agree that Donuts gTLDs will have non-uniform renewal registration pricing such that the fee for a domain name registration renewal may differ from other domain names in the same or other Donuts gTLDs (e.g., renewal registration Fee is \$7 for one domain name and \$13 for a different domain name).

*Personal Information.* You consent to the use, copying, distribution, publication, modification and other processing of your personal data by Donuts in accordance with its [Privacy Policy](#).

*Donuts' Reservation of Rights.* You consent to Donuts' rights to (i) reject any application or registration; (ii) deny, delete, revoke, suspend, cancel or transfer any registration or transaction; and (iii) 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 gTLD registries or the registry system, or the operation or management of any Donuts gTLD registry;
- (b) to enforce Registry Policies and ICANN requirements, each as amended from time to time;
- (c) where the application or registration 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;
- (d) to comply with any applicable laws, regulations, policies, government rules or requirements; any holding, order, or decision by a competent court or administrative authority; requests of law enforcement; or any dispute resolution process;
- (e) to avoid any liability, civil or criminal, on the part of Donuts, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (f) 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;
- (g) for violations of the Agreement, including, without limitation, any exhibits, attachments, or schedules hereto; or

- (h) 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.

*Indemnification.* You will, within thirty (30) days of demand, indemnify, defend and hold harmless Extra Dynamite, LLC, Donuts' service providers, us 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 your 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. You shall not enter into any settlement or compromise of any such indemnifiable claim without our prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the termination or expiration of the Agreement for any reason.

*Third-Party Beneficiary.* Donuts is an intended third-party beneficiary of the Agreement.

*2 Character Second-Level Domains.* Where a second-level domain (i.e., the characters to the left of the dot preceding the gTLD) corresponds with a 2 character ccTLD, you have an obligation to take reasonably necessary measures to avoid confusion with the corresponding ccTLD.

#### SUNRISE-SPECIFIC PROVISIONS

*Eligible Applicants.* Each applicant for a Sunrise registration must include one or more SMD Files corresponding to the applied-for domain name and must meet the qualifications specified by ICANN requirements and detailed in the [Trademark Clearinghouse Guidelines](#), as they may change from time to time. "SMD File" is the file issued by the Trademark Clearinghouse proving that the Trademark Clearinghouse application data for one or more Trademark Clearinghouse-eligible terms--typically a trademark--have been successfully validated and entered into the Trademark Clearinghouse database.

*Representations and Warranties.* You represent and warrant that:

- (a) your Sunrise application and 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; and
- (b) Registry or its agents are authorized to share information--to the Trademark Clearinghouse, other Sunrise applicants, or the general public--relating to your Sunrise application.

*The Registry's Rights Regarding Sunrise Applications.* You expressly acknowledge and accept that the Registry shall be entitled, but not obligated, to reject a Sunrise application or Sunrise registration, or to delete, revoke, cancel or transfer a Sunrise Registration:

- (a) to enforce Registry Policies and ICANN requirements, each as amended from time to time;
- (b) that is not accompanied by complete and accurate information, or where required information is not updated or corrected, as required by ICANN Requirements or Registry Policies;
- (c) to protect the integrity and stability of the SRS or the operation or management of the Registry;
- (d) to comply with applicable laws, regulations, policies or any holding, order, or decision by a competent court or administrative authority or any dispute resolution service provider the Registry may retain to oversee the arbitration and mediation of disputes;

- (e) to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry or its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders;
- (f) to correct mistakes made by the Registry or any Registrar in connection with a Sunrise Registration; or
- (g) if the Registry receives notice that the SMD File is under dispute.

*Auction Process.* If more than one applicant for a domain name submits an application for a Sunrise registration for the identical domain name, the prevailing applicant will be determined by an auction process described at the [Registry Website](#).

*Compliance with Applicable Laws.* You agree 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.

*Collection and Maintenance of Sensitive Health and Financial Data.* If you collect and maintain sensitive health and financial data, you agree to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

*Administrative Contact Information.* You agree 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 your main place of business.

*Necessary Authorizations.* You represent that you possesses any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with your domain name registration;

*Reporting of Material Changes.* You agree to report any material changes to the validity of the your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with your domain name registration to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers you serve.