

## Registration Agreement

### Additional terms and conditions for the registration of .XXX domains

The registration of .XXX domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and ICM Registry LLC (ICM) being the authoritative registry. These rules are incorporated into the registration agreement as follows:

1. The registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations.  
The registrant shall indemnify, defend and hold harmless his provider, united-domains AG, the Internet Corporation for Assigned Names and Numbers (ICANN), ICM and their respective subcontractors, and the members, shareholders, directors, officers, employees, affiliates and agents of each of them and all other persons involved in the registration process from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs and any other expenses arising out of or related to the registrant's domain name registration or the use of the domain by the registrant or by third parties with his consent. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. All .XXX domains under these conditions are registered by united-domains AG as accredited registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.
3. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) has been developed by ICANN and adopted by all accredited registrars. All .XXX domains are governed by this UDRP.

Registrant hereby agrees that all disputes on the rights to .XXX domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the Uniform Domain Name Dispute Resolution Policy (UDRP) which can be found at [www.icann.org/dndr/udrp/policy.htm](http://www.icann.org/dndr/udrp/policy.htm) and comply with the requirements set forth by ICM for domains registered during the Sunrise Period.

ICANN reserves the right to modify the UDRP at any time. united-domains AG as accredited registrar shall implement any such revision speedily and these will become binding upon the registrant. The revised version will be posted at least thirty calendar days before it becomes effective under the URL: [www.icann.org/udrp/](http://www.icann.org/udrp/)

4. According to the technical standards and procedures of the internet the registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data, including personal data by ICM and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible.

Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.

5. Registrant warrants that notification equivalent to that described in Section 4 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the registrant, and that the registrant has obtained the consent equivalent to that referred to in Section 4, last paragraph, of any such third-party individuals.
6. Registrant agrees to be bound by the terms and conditions of the initial launch of the .XXX domains, including without limitation the Sunrise period and the Land Rush period, and further acknowledges that ICM will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.
7. united-domains AG and ICM expressly reserve the right to deny, cancel or transfer any registration, or place any domain name(s) on registry lock, hold or similar status that it deems necessary, in its discretion, (1) to enforce ICANN Requirements and ICM Policies; (2) to protect the integrity and stability of the registry; (3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (4) or to avoid any liability, civil or criminal, on the part of united-domains AG and/or ICM as well as their affiliates, subsidiaries, officers, directors and employees; (5) per the terms of the registration agreement or (6) to correct mistakes made by ICM, united-domains AG or any registrar in connection with a domain name registration. united-domains AG and ICM also reserve the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
8. Registrant will comply with the Registrant terms of ICM, especially arising out of the Registry-Registrant agreement, all of which are published on [www.icmregistry.com](http://www.icmregistry.com) and are hereby incorporated in the registration agreement with united-domains AG.
9. Registrant will comply with ICANN standards, policies, procedures, and practices for which ICM has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
10. Registrant will comply with operational standards, policies, procedures, and practices for .XXX domains established from time to time by ICM in a non-arbitrary manner and applicable to all registrars, including affiliates of registrars, and consistent with ICANN's standards, policies, procedures, and practices and ICM's Registry Agreement with ICANN, and in accordance with ICM's policy on Preventing Abusive Registrations.
11. Notwithstanding anything in this Agreement to the contrary, ICM Registry. ("ICM"), the Registry Operator of the .XXX top-level domain, is and shall be an intended third party beneficiary of this Agreement, and the parties to this Agreement acknowledge and agree that the third party beneficiary rights of ICM have vested and that ICM has relied on its third party beneficiary rights under this Agreement in agreeing united-domains AG, being a registrar for the .XXX top-level domain; the third party beneficiary rights of ICM shall survive any termination or expiration of this Agreement.