

DotSport Registry-Registrar Agreement

This REGISTRY-REGISTRAR AGREEMENT ("Agreement") is by and between:

- I. The Global Association of International Sports Federations (from now on "GAISF"), a not for profit Association established under Swiss law, with its principal place of business located at [], as entity responsible for operating the .SPORT TLD, represented by [], the .SPORT Registry TLD Manager; and
- II. _____,
a _____ with its principal place of business located at _____, represented by Mr./Ms _____, an authorised representative with the authority to bind Registrar by this Agreement, including its Appendices and the other documents incorporated to this Agreement by reference ("Registrar").

WHEREAS

- Registry has entered into a gTLD Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") to operate a shared registration system, TLD name servers, and other services ("Registry System") for the top-level domain .sport (".sport TLD");
- Multiple registrars will provide Internet domain name registration services within the .sport TLD Registry System;
- Registrar wishes to act as a registrar for second-level domain name registrations in the .sport TLD.

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, Registry Operator and Registrar, intending to be legally bound, hereby agree to the following:

CLAUSES

1. DEFINITIONS

In this Agreement the terms in capital letters shall have the following meaning:

1.1 "Agreement" refers to this Registry-Registrar Agreement, including its Appendices and any other documents incorporated by reference.

1.2 "Code of Conduct" refers to the rules of conduct set forth in Specification 9 of the Registry Agreement.

1.3 "Confidential Information" means all information and materials, including, without limitation, data, know-how, 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 under this Agreement and marked or otherwise identified in writing as confidential.

1.4 ".sport TLD" means the .sport top level domain.

1.5 "Effective Date" means the date on which the Agreement is executed by both parties.

1.6 "Fees" has the meaning outlined in Section 5.1 of this Agreement.

1.7 "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.8 "ICANN Policy/ies" means any policies (including but not limited to consensus and temporary policies), specifications, procedures, and/or programs specifically contemplated by the RAA, the Registry Agreement and/or otherwise mandated by ICANN now or in the future.

1.9 "OT+E" means operational test and evaluation system.

1.10 "Personal Data" means data about any identified or identifiable natural person.

1.11 "RDDS" means "Registration Data Directory Services" and refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of the Registry Agreement.

1.12 "Registrar" means the entity entering into this Agreement with the Registry Operator.

1.13 “Registrant/s” means the applicant or holder of a domain name applied for or registered by the Registrar in the Registry System.

1.14 “Registrar Accreditation” means the accreditation obtained by the Registrar upon entering into the RAA with ICANN.

1.15 “Registrar Accreditation Agreement” or “RAA” means the 2013 Registrar Accreditation Agreement approved by the ICANN Board on 27 June 2013, which can be found at <http://www.icann.org/en/resources/registrars/raa/approved-with-specs-27jun13-en.pdf> or, if amended or superseded, the most current ICANN Registrar Accreditation Agreement, as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorised by ICANN's Bylaws now or in the future.

1.16 “Registration Agreement” means the electronic or paper registration agreement that Registrar must enter into with each Registrant according to Section 3.7.7. of the RAA.

1.17 “Registry” and “Registry Operator” means GAISF,

1.18 “Registry Agreement” refer to the agreement between GAISF and ICANN for the operation of the .sport TLD.

1.19 “Registry Policy/ies” means any policies, including those for domain name dispute resolution, specifications, procedures, guidelines, programs or criteria approved by Registry Operator from time to time, as authorised by ICANN, including without limitation, the policies referred to in Appendix 1 of this Agreement. Registrar is aware that Registry Operator may update the content and/or URL for these policies and is responsible for monitoring them on a regular basis.

1.20 “Registry Services” means the services which the Registry Operator is entitled to provide under the Registry Agreement with ICANN, which include:

- a. the receipt of data from registrars concerning registrations of domain names and name servers in the Registry System;
- b. the operation of the Registry System database in compliance with the thick registry-registrar business model;
- c. the provision to registrars of status information relating to the zone servers for the .sport TLD;
- d. the dissemination of the .sport TLD zone files;
- e. the operation and overseeing of the registry DNS servers used for the .sport TLD;

f. the dissemination of contact and other information concerning domain name server registrations in the .sport TLD.

1.21 “Registry System” means the system operated by the Registry and/or the Registry providers for the operation of the .sport TLD Registry System and the provision of the Registry Services in relation to the .sport TLD.

1.22 “TLD” means Top-Level Domain in the Internet name system.

1.23 “Term” has the meaning outlined in Section 10 of this Agreement.

1.24 “URS Complainant” means the party initiating a Uniform Rapid Suspension System Procedure complaint concerning a domain name registration.

1.25 “Variable Registry-Level Fees” has the meaning outlined in Section 6.3 of the Registry Agreement.

1.26 “WIPO Expedited Arbitration Rules” means the rules for expedited arbitration procedures proposed by the World Intellectual Property Organisation, available at <http://www.wipo.int/amc/en/arbitration/expedited-rules/>.

2. REGISTRAR ACCREDITATION. REQUIREMENTS FOR START OF OPERATIONS

2.1 Effective Date of Accreditation

Upon signing this Agreement (the “Effective Date”), the Registrar is immediately accredited as a .sport TLD registrar.

2.2 Start of Operations

The Registrar, however, will not be able to start submitting domain name applications and/or registering domain names in the Registry System until the following requirements are met according to the Registry Operator, and the Registry Operator sends the Registrar a notification confirming the fulfilment of such requirements in relation to the .sport TLD and that, therefore, registrations in the Registry System can begin:

- 2.2.1 Registry Operator requirement: Signature and compliance with ICANN's Registry Agreement in relation to the .sport TLD, including delegation of the .sport TLD and submission of the launch plan.
- 2.2.2 Registrar requirements: Signature and compliance with ICANN's Registrar Accreditation Agreement ("RAA"); and
- 2.2.3 ONLY FOR REGISTRARS SUBMITTING DOMAIN NAME APPLICATIONS AND/OR REGISTERING DOMAIN NAMES BEFORE THE END OF THE CLAIMS SERVICES' PERIOD AND DOMAIN NAMES SUBJECT TO CLAIMS SERVICES AFTERWARDS, SUCH AS THOSE UNDER THE NAME COLLISION BLOCK LIST AND THOSE DOMAIN NAMES INITIALLY RESERVED BY THE REGISTRY AND RELEASED AT ANY GIVEN MOMENT AFTERWARDS: Satisfactory completion of the Trademark Clearinghouse integration testing and compliance with any other Trademark Clearinghouse requirements and processes.

3. OBLIGATIONS OF THE REGISTRY OPERATOR

3.1 Registry Services

During the Term of this Agreement, Registry Operator will operate as registry in accordance with the Registry Agreement entered into with ICANN as amended from time to time and/or subsequent Agreements, as well as any other applicable ICANN Policies.

3.2 Accreditation and Use of the Registry System

During the Term of this Agreement, Registrar is hereby accredited by Registry Operator to act as a registrar (including to register and renew domain names in the .sport TLD Registry System) for the .sport TLD. Registry Operator shall provide Registrar with access to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

3.3 Maintenance of Registrations by Registrar

Subject to the provisions of this Agreement, ICANN requirements, and Registry Policies authorised by ICANN, Registry Operator shall maintain the domain names registered by the Registrar in the Registry System during the term for which Registrar has paid the registration fees.

3.4 Registrar's Use of Registry Operator's Name and Logos

Registry Operator hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to use the Registry's name and logos to identify itself as an accredited registrar for the .sport TLD. This license may not be assigned or sublicensed by the Registrar to any third party.

3.5 OT+E System

Registry Operator shall have an Operational Test and Evaluation system ("OT+E") available to Registrar so that Registrar can test and evaluate all current and proposed functions for a sufficient period of time before they are implemented in the Registry System.

3.6 Changes to the Registry System

Registry Operator may from time to time make modifications to Registry System or revise or augment its features. Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any material changes to the Registry System.

This notice period shall not apply in the following events:

- The technical modifications implemented by the Registry in the Registry System and its features do not require any development or implementation by the registrar.
- The modifications affect the Registry policy but do not require any implementation or development by the registrar.
- The modification has been mandated to the Registry by ICANN and has to be implemented in a period that is shorter than 90 days.
- Registry System is subject to the imminent threat of a failure or a material security threat.
- 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
 - excessive levels of data traffic,
 - unauthorised traffic; or
 - data traffic not conforming to the protocols used by the .sport Registry System.

3.7 Code of Conduct

Registry Operator shall comply with the Code of Conduct as set forth in Specification 9 of the Registry Agreement, including among other things, that Registry will not allow any parent, subsidiary, affiliate, subcontractor or other Registry related entity to enjoy any special treatment as described in Specification 9.

3.8 ICANN Requirements

Registry's obligations hereunder are subject to modification at any time as a result of changes to ICANN-mandated requirements and consensus policies. Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

4. OBLIGATIONS OF REGISTRAR

4.1 Accreditation in Force

During the Term of this Agreement, Registrar shall at all times maintain in full force and effect its updated Registrar Accreditation by ICANN as a registrar for the .sport TLD.

4.2 Provision of Registrar Services

During the Term of this Agreement, Registrar may operate as a registrar for the .sport TLD. If Registrar chooses to operate as a registrar for the .sport TLD, it will do so in accordance with:

- This Agreement; and
- An ICANN Registrar Accreditation Agreement (RAA) dated 2013 or later, as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA), specifications, procedures, or programs specifically contemplated by the RAA or authorised by ICANN's Bylaws now or in the future; and
- All Registry Policies adopted by the Registry, referred to in Appendix 1 of this Agreement. Registrar is aware that Registry Operator may update the content and/or URL of those Registry Policies and is responsible for monitoring them on a regular basis. Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any changes or updates to the Registry Policies if such change needs any development or implementation on the registrar registration interface or in the registrar interaction with the .sport potential or actual registrants; and

- Registry's operational guidelines, including any operational standards, procedures and practices adopted by the Registry Operator from time to time for the operation of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days' notice prior to the implementation of any changes or updates in Registry's operational standards, procedures and practices if such change or update needs any development or implementation on the registrar registration interface or in the registrar interaction with the .sport potential or actual registrants.
- Applicable statutes, laws and regulations limiting the domain names that may be registered.

4.3 Registrar Responsibility for Customer Support

Registrar shall be responsible for providing customer service as needed to receive and process registrations from potential registrants; process orders for cancellation, deletion or transfer of domain names in the Registry System; to bill Registrants, as well as to provide record and technical support.

4.4. Domain Name Registrations and Renewals

4.4.1 Once Registrar receives a written notification from the Registry confirming that the technical requirements referred to in Section 2.2. have been met, Registrar may start registrations requested and paid for by the Registrants.

4.4.2 Registrar shall maintain a sufficient account balance to carry out its transactions with the Registry. In case of insufficient balance, the transaction will not go through. Registrar shall not process any registrations unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or another mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registrant upon activation of the registration.

4.4.3 In the event of any dispute concerning the time of the entry of a domain name registration into the Registry System, the timestamp shown in the Registry System records shall prevail.

4.4.4 Registrar shall register domain names to Registrants only for fixed periods according to the Registry Policies. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration.

4.4.5 Registrar shall not insert or renew any domain name in the Registry System in a manner contrary to:

- any ICANN consensus policy stating a list or specification of excluded names that is in effect at the time of insertion or renewal, or
- any list of names to be reserved from registration as required by the Registry Operator.

4.4.6 Registrar shall not register domain names in the Registry System for their own account or for accounts of a Registrar's affiliate for the purpose of trafficking in domain names for sale, resale or transfer to applicants. Furthermore, Registrar shall not willingly engage any third party to achieve said purposes.

4.4.7 Registrar must accept and process payments for the renewal of a domain name by a URS Complainant in cases where the URS Complainant prevailed.

4.4.8 Registrar 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 .sport TLD according to the Registry Policies).

4.5 Submission of Registration Data to Registry

4.5.1 Completeness, Accuracy, Validation and Verification of Data. As part of the registration process, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. It is Registrar's responsibility to ensure that all contact information provided by Registrants is filled out in the right format, complete, accurate, reliable and is kept up-to-date, as required by ICANN.

4.5.2 License. All data submitted into the .sport Registry System regarding which Registrant may retain exclusive ownership is hereby licensed to the Registry Operator on an irrevocable, non-exclusive, non-transferable and royalty-free basis, so as to allow the Registry Operator to use such data for propagation of and to provide authorised access to the TLD zone file and as otherwise required for providing Registry Services.

4.6 Personal Data

4.6.1 Data about identified or identifiable natural persons ("Personal Data") submitted to the Registry System by Registrar under this Agreement will be collected and used by the Registry for the purposes of providing Registry Services as defined in the Registry Agreement with ICANN (including but not limited to publication of registration data in the directory services, also known

as “Whois” or “RDDS”). Registry shall not use or authorise the use of Personal Data in any way that is incompatible with such purposes. Registry will not assign the data to any third party. When required by ICANN, however, Registry may make Personal Data available to ICANN or the relevant authorities for inspection.

4.6.2 Registrar must obtain the express consent of each Registrant for the collection and use of Personal Data described in Section 4.6.1 above. With respect to third-party individuals whose Personal Data is provided by the Registrant to the Registry System, Registrant must represent and guarantee that they have informed such third-party individuals of the intended use by the Registry of their Personal Data.

4.6.3 Registry shall take reasonable steps to protect Personal Data collected from Registrar from loss, misuse, unauthorised disclosure, alteration or destruction.

4.7 Mandatory Provisions in the Registration Agreement between Registrar and Registrants

4.7.1 Acceptance of Registry Policies. Registrar must comply with and oblige its registrants to adhere and comply with Registry Policies adopted by Registry. Specifically, Registrar shall incorporate in its electronic or paper Registration Agreement with the Registrants the text or at least a link to the Registry Policies, which Registrants must accept prior to registration. Registrar will provide such Registry Policies in English, as well as in those languages specified in Appendix 1.

4.7.2 Indemnification. In the Registration Agreement, Registrar shall require the Registrant to acknowledge and agree that (i) Registrant is fully responsible for the registration and use of the registered domain name; and that (ii) Registrant shall indemnify, to the maximum extent permitted by Law, defend and hold harmless Registry, Registry’s service providers, as well as Registry directors, officers and employees and agents from and against any claim, damages, liabilities, costs and expenses arising out of or relating to Registrant’s domain name registration and/or use.

4.7.3 Reservation of Rights. In addition, Registrar agrees to, and must oblige its Registrants to expressly agree in the Registration Agreement that Registry and Registry service providers acting on behalf of Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel

or transfer any registration that it deems necessary, in its sole discretion, in order to:

- protect the integrity, security, and stability of the Registry System;
- comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
- avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- stop or prevent any violations of any terms and conditions of this Agreement;
- correct mistakes made by Registry, Registry service providers or any registrar in relation to a domain name registration; and
- ensure compliance with ICANN and/or Registry Policies.

4.7.4 Data Update. Registrar must oblige its Registrants to immediately correct and update the registration information for the registered name during the registration term.

4.7.5 Domain Name Dispute Resolution. Registrar must comply and must oblige its registrants to adhere and comply with all applicable ICANN or Registry mandated policies and procedures for resolution of disputes concerning domain names registered in the Registry System.

4.7.6 Public Interest Commitments. Registrar will also include in its Registration Agreement a specific provision prohibiting Registrants from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting, or otherwise engaging in any activity contrary to any applicable law. Registrar must also provide Registrant with a description of potential consequences for such activities, including suspension of the domain name.

4.7.7 Registry as Third-Party Beneficiary. Registry is a third-party beneficiary of the Registration Agreement. Registrar acknowledges that Registry is a third-party beneficiary of the Registration Agreement, entitled to enforce the rights vested by the policy compliance provisions of the Registration Agreement. Registry shall in no case benefit from this provision to engage the registrar's customers for domain name registration marketing-oriented activities.

4.7.8 Verification of Compliance

Upon notice and request from Registry, Registrar shall provide within seven (7) business days' copies of the Registration Agreements or evidence of its acceptance by any of the Registrants.

Registrar shall use commercially reasonable efforts to enforce compliance with the mandatory provisions of the Registration Agreement referred to in this Section. Registrar must ensure that registrant accepts the Terms and Conditions of the .sport Registry, including ICANN mandated Policies and .sport Registration Policies.

4.8 Misrepresentation

Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to any of the Registry System that is superior to that of any other registrar accredited for the .sport TLD.

4.9 Cooperation

In the event of any inquiry or dispute for any reason involving a .sport domain name registered by Registrar or its resellers, Registrar shall provide all reasonable assistance to Registry and/or any Court, Arbitrator, law enforcement and governmental and quasi-governmental agencies and/or any other relevant authority considering the issue or dispute. Each of the foregoing must be of competent jurisdiction.

4.10 Registrar's Resellers

4.10.1 Registrar may choose to allow its own resellers to facilitate the registration of .sport domain names and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Sections 4 of this Agreement.

4.10.2 Without prejudice of this, Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 4 of this Agreement.

4.10.3 Reseller shall fully defend, indemnify and hold harmless Registry, and Registry officers, directors, agents, employees, and subcontractors for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out any dispute in relation to any domain name registered by Registrant's resellers in the Registry System, including but not limited to disputes arising out of reseller's non-compliance with Registrar's obligations under this Agreement or reseller's infringement of third-parties rights.

5. FEES

5.1 Amount

Registrar agrees to pay to the Registry the registration, renewal, transfer and other service fees set forth in the Registry price list, as amended from time to time (the "Fees"). The Fees, and any amendments thereto, will be available to Registrars at the .sport Control Panel.

Registry will provide registrar with at least thirty (30) days' notice prior to the implementation of any generic or specifically promotion related reduction of the Fees and at least one hundred and eighty (180) days' notice prior to the implementation of any increase in the Fees.

5.2 Payment

Registry will monthly provide the Registrar with a statement of activity. Registry will at the end of each month invoice all transactions involving domain names. Payment's due date and details will be included in the invoices.

Invoices shall be paid within thirty days after invoice's issuance. In case of payment's default not cured within thirty (30) days, Registry will be entitled to suspend any transaction requested by Registrar.

As set below in 11.2.2, Registry may terminate the Agreement with Registrar for any payments thirty (30) or more days overdue.

5.3 Refunds for Denied Applications and for Domains Deleted During Grace Periods

Registrar shall follow all instructions from Registry with respect to denying applications or deleting domain name registrations during grace periods, and shall process all returned fees to applicants in connection with those denials and deletions during grace periods at no additional cost to Registry. Subject to the limits set forth in ICANN's Add Grace Period Limits Policy available at <http://www.icann.org/en/resources/registries/agp/agp-policy-17dec08-en.htm>, Registry will credit the Registrar deposit account for the standard Fees associated with any required return of Fee to the Registrant associated with deletions during grace periods and/or with denial of applications. Registry, however, will not reimburse the Registrar for any out-of-pocket expenses associated with this type of refund.

5.4 Variable Registry-Level Fee

In the event that Registry is required to pay Variable Registry-Level Fees to ICANN in accordance with Subsection 6.3 (a) of the Registry Agreement, Registry shall be entitled to collect such Fees from Registrar, and Registrar hereby gives it express approval of Registry's collection, in addition to Fees due to Registry under Section 5.1

above, of the amount that is equivalent, on a per-name basis, to the Variable Registry-Level Fee paid by Registry to ICANN with respect to Registrar's registrations in the Registry System.

6. CONFIDENTIALITY

6.1 During the Term of this Agreement, each party (the "Disclosing Party") may disclose Confidential Information to the other party (the "Receiving Party").

Receiving Party:

- shall 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 physical security measures and operating procedures;
- shall 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; and
- shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.
- shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.
- shall not prepare any derivative works based on the Confidential Information.

Both parties understand the need to disclose any confidential information received in the context of this Agreement should this disclosure be required by any relevant law enforcement Agency with jurisdiction over any of the parties. Both parties acknowledge that a disclosure in these circumstances may prevent the disclosing party from communicating the other party the disclosure act before it occurs.

6.2 Notwithstanding the foregoing, Sub-section 6.1 imposes no obligation upon the parties with respect to information that

- 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
- is or has entered the public domain through no fault of the Receiving Party; or
- is known by the Receiving Party prior to the time of disclosure; or
- is independently developed by the Receiving Party without use of the Confidential Information; or
- is made generally available by the Disclosing Party without restriction on disclosure.

6.3 The Receiving Party's duties under Sub-section 6.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

7. RESERVATION OF RIGHTS FOR COMPLIANCE PURPOSES

7.1 Deny, modify, change of status, cancel or transfer of domain names

Registry and Registry service providers acting on behalf of Registry reserve the right to change the status of the domain name during the resolution of a dispute or a compliance procedure (e.g. put on hold, lock), as well as to deny, modify, cancel or transfer any registration that it deems necessary, in its sole discretion, in order to:

- protect the integrity, security, and stability of the Registry System;
- comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process;
- avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees;
- stop or prevent any violations of any terms and conditions of this Agreement;
- correct mistakes made by Registry, Registry service providers or any registrar in relation to a domain name registration; and
- ensure compliance with ICANN and/or Registry Policies.

7.2 Suspension of New Registrations in the Registry System

In the event that Registrar submits in a period of 30 days over 33% of registered names that are not in compliance with either:

- This Agreement; or

- Most current ICANN Registrar Accreditation Agreement (RAA), as amended from time to time, and any other applicable ICANN Policies; including but not limited to Consensus Policies and Temporary Policies Specification attached to the RAA, specifications, procedures, or programs specifically contemplated by the RAA or authorised by ICANN's Bylaws now or in the future; or
- All Registry Policies adopted by Registry, referred to in Appendix 1 of this Agreement; or
- Registry's operational guidelines, including any operational standards, procedures and practices adopted by Registry from time to time for the operation of the Registry System; or
- Applicable statutes, laws and regulations limiting the domain names that may be registered,

Both parties shall engage to determine the causes of these non-compliant registrations and evaluate and implement measures to prevent any activities that may enable the registration of non-compliant domain names.

Registry might temporarily suspend Registrar's ability to register new domain names in the Registry System if in any of the 4 subsequent 30 day periods Registrar submits over 33% of registered names not in compliance with the above referred.

The proactive promotion by the Registrar of its registration services for domain name registration or renewals against the Provisions of this Agreement and of the Registry Policy shall be sufficient cause for the Registry to terminate this Agreement.

8. INDEMNITIES AND LIMITATION OF LIABILITY

8.1 Indemnification

Registrar shall indemnify, defend and hold harmless Registry, Registry providers, as well as Registry employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim relating to Registrar's breach of the Agreement.

Registry shall indemnify, defend and hold harmless Registrar, Registrar providers, as well as Registrar employees, directors, officers, representatives, agents and affiliates or each of them, against any claim, suit, action, or other proceeding brought against any of them based on or arising from any claim or alleged claim (i) Registry's breach of the Agreement, or (ii) the Registry System.

8.2 Limitation of liability

In no case shall Registry and Registry providers or Registrar be liable for special, indirect, incidental, punitive, exemplary, or consequential damages, or any damages resulting from loss of profits or business interruption, arising out or in connection with this Agreement. Registry and its providers and subcontractors, and Registrar and its providers and subcontractors, total and maximum aggregate liability arising out of this Agreement shall not exceed the lesser of

- i. total amount of Fees paid by Registrar to Registry under this Agreement for the preceding twelve (12) months or
- ii. EUR 50.000.

8.3 Severability

If either party gives notice to the other that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

9. NOTICES

9.1 Addresses

Except as otherwise stated in this Agreement, any notices or other communications in connection with this Agreement shall be in writing and sent by registered mail or by email to the following addresses, unless the relevant party has given notice of a change of address or individual representation in writing

To Registry:

Global Association of International Sports Federations (GAISF)

To Registrar:

Address:

Maison du Sport International
Avenue de Rhodanie 54
CH-1007 Lausanne Switzerland

Address

Attention:	Pierre Germau Head of Digital Services	Attention:	
E-mail:	pierre.germeau@gaisf.sport	E-mail:	

9.2 Language

All notices, communications, designations, and specifications made under this Agreement shall be in the English language, unless both parties agree to use another language.

10. TERM

This Agreement shall commence on the Effective Date and continue until the earlier of the following:

- i. termination by either party upon thirty (30) days' written notice; or
- ii. termination for cause, as defined in Section 11.2.

11. TERMINATION

11.1 Termination at Option of Registrar

Registrar may terminate this Agreement at any time by giving Registry a thirty (30) days' written notice of termination.

11.2 Cause for Termination

11.2.1 If either Party breaches any material term of this Agreement and such breach is not 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.

11.2.2. Without prejudice to Section 11.2.1 above, this Agreement shall terminate if any of the following is not cured within thirty (30) days:

- Registrar loses its current accreditation as ICANN Accredited Registrar, either for termination or lack of renewal;

- The relevant Registry Agreement is terminated or expires without Registry entering into a subsequent Registry Agreement with ICANN;
- Registrar becomes bankrupt or insolvent.
- Registrar defaults in a payment due to the Registry and fails to completely cure such default within a period of thirty (30) days after written notice of such default from the Registry.

11.3 Effect of Termination

11.3.1 Upon termination of this Agreement for any reason:

- Registry may complete the registration, transfer or renewal of all domain names processed by Registrar to the date of any expiration or termination, provided Registrar's balance deposit with Registry is sufficient.
- Registrar shall immediately transfer Registrants to other ICANN-accredited registrar, in compliance with any procedures approved by ICANN.
- All Confidential Information in possession of the Receiving Party shall be immediately returned to the Disclosing Party or destroyed.
- License to use Registry's name and Logo pursuant to Section 3.4 shall immediately terminate.
- In case of termination attributable to the Registrar, Registry reserves the right to immediately contact any Registrant to facilitate the transition to another ICANN-accredited registrar.

11.3.2 In the event of termination of this Agreement, the following shall survive: Sections 4.3, 4.7, 4.10, 5, 6, 7.1, 8 and 13 of this Agreement.

12. MISCELLANEOUS

12.1 Assignment

Except as required by the Registry Agreement, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be reasonably withheld.

12.2 Entire Agreement

This Agreement, which includes all applicable Appendices and documents incorporated by reference, constitute the entire agreement between the parties

concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to affect the intent of the parties, the parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

12.3 Parties Relationship

Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

12.4 Amendments

Registry may amend this Agreement from time to time; provided, however, that any material revision thereto must be approved by ICANN before any such revisions become effective and binding on Registrar. Registry will provide Registrar at least thirty (30) days' written notice of any revisions to this Agreement before any such revisions become effective and binding to Registrar. If Registrar does not agree with any change, Registrar may terminate this Agreement or stop using the Registry System for registering additional domain names.

13. DISPUTE RESOLUTION

13.1 Governing Law

This Agreement shall be governed and construed under the laws of Switzerland, including their choice of law provisions.

13.2 WIPO Expedited Arbitration

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be Geneva. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorised representatives.

GAISF

REGISTRAR

Name: Pierre Germeau

Name:

Title: Head of Digital Services GAISF

Title:

Dated:

Dated:

Registrar IANA ID:

APPENDIX 1
.sport TLD Registry Policies

The .sport TLD policies can be found at:

<https://all.sport/#policies>

PPA FOR REVIEWING PURPOSES ONLY

RRA Data Processing Addendum

This RRA DATA PROCESSING ADDENDUM (the “**Data Processing Addendum**”) is made by and between the undersigned registry (the “**Registry**”) and registrar (the “**Registrar**”) (each a “**Party**” and together the “**Parties**”), and is effective as of May 25, 2018, and supplements the terms and conditions of the Registry-Registrar Agreement (the “**RRA**”) executed between the Parties.

To the extent of any conflict between the RRA, as amended (including any of its attachments), and this Data Processing Addendum, the terms of this Data Processing Addendum will take precedence. Capitalized terms not defined below will have the meaning provided to them in the RRA.

1. INTRODUCTION

This Data Processing Addendum establishes the Parties’ respective responsibilities for the Processing of Shared Personal Data under the RRA. It is intended to ensure that Shared Personal Data is Processed in a manner that is secure and in accordance with Applicable Laws and its defined Purpose(s). Though this Data Processing Addendum is executed by and between the Registry and Registrar as an addendum to the RRA, Purposes for Processing are often at the direction or requirement of ICANN as a Controller. Certain Purposes for Processing under the RAA may also be at the direction of the Registrar or Registry, each as a Controller.

2. DEFINITIONS

- a) **Applicable Agreements.** Collectively means this Data Processing Addendum, the Registrar Accreditation Agreement (“**RAA**”), the Registry Agreement (“**RA**”), and the RRA, as those documents are applicable and binding on any individual Party.
- b) **Applicable Laws.** The General Data Protection Regulation (2016/679) (“**GDPR**”), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all other applicable laws and regulations worldwide, including their successors or as modified, relating to the Processing of Shared Personal Data.

- c) Disclosing Party. Means the Party that transfers Shared Personal Data to the Receiving Party.
- d) Data Protection Authority. Means the relevant and applicable supervisory data protection authority in the member state or other territory where a Party to this Data Processing Addendum is established or has identified as its lead supervisory authority, or otherwise has jurisdiction over a Party to this Data Protection Addendum.
- e) Data Security Breach. A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data, and which is further subject to the provisions of Section 6 below.
- f) Data Subject. Means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to Personal Data.
- g) Personal Data. Means any information such as a name, an identification number, location data, an online identifier or information pertaining to an individual's physical, physiological, genetic, mental, economic, cultural or social identity relating to that natural person, that can be used to directly or indirectly identify a Data Subject.
- h) Processing. Means any operation or set of operations which is performed on the Shared Personal Data, whether or not by automated means, and which includes the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing, Processes, Processed or other derivatives as used herein, will have the same meaning.
- i) Purpose(s). Has the meaning provided in Section 3 below.
- j) Receiving Party. Means the Party receiving Shared Personal Data from the Disclosing Party.
- k) Registration Data. Means data collected by the Registrar under the RAA and that is required to be shared with the Registry under the RAA and the RA.
- l) Shared Personal Data. Means Personal Data contained in the fields within Registration Data and that is Processed in accordance with the Applicable Agreements.

- m) Temporary Specification. Means the “Temporary Specification for gTLD Registration Data” Adopted on 17 May 2018 by the ICANN Board of Directors, as may be amended or supplemented from time to time.

3. PURPOSE, SUBJECT MATTER, AND ROLES

- a) Purpose(s). Processing of Shared Personal Data under this Data Processing Addendum by the Parties is for the limited purpose of provisioning, servicing, managing and maintaining domain names, as required of Registries and Registrars under the Applicable Agreements with ICANN, including to the extent those purposes serve to ensure the stability and security of the Domain Name System and to support the lawful, proper and legitimate use of the services offered by the Parties. Only Shared Personal Data is subject to the terms of this Data Processing Addendum.
- b) Subject Matter. This Data Processing Addendum sets out the framework for the protection of Shared Personal Data for the Purposes noted in this section and defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties collectively acknowledge and agree that Processing necessitated by the Purpose(s) is to be performed at different stages, or at times even simultaneously by the Parties. Thus, this Data Processing Addendum is required to ensure that where Shared Personal Data may be Processed, it is done so at all times in compliance with the requirements of Applicable Laws.
- c) Roles and Responsibilities. The Parties acknowledge and agree that, with respect to Processing of Shared Personal Data for the Purposes of this Data Processing Addendum:
- i. The details of Processing are established and set forth in Annex 1;
 - ii. Each Party and ICANN may act as either a Controller or Processor of Shared Personal Data as specified in Appendix C to the Temporary Specification; and
 - iii. Although ICANN, the Registry and Registrar may each take on the role, or additional role, of Controller or Processor in the lifecycle of processing Registration Data under Applicable Agreements, for the purposes of this Data Processing Addendum, only the roles of the Registry and the Registrar are applicable.

- iv. To the extent either the Purpose(s) or Subject Matter is not specifically referenced or noted when detailing the respective or shared rights, duties, liabilities or obligations hereunder, the Parties nonetheless mutually acknowledge and agree that the Purpose(s) and Subject Matter is and will be at all times the basis upon which legitimate and lawful processing hereunder may be conducted and performed.

4. FAIR AND LAWFUL PROCESSING

- a) Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with this Data Processing Addendum and Applicable Laws.
- b) Each Party shall ensure that it processes Shared Personal Data on the basis of one of the following legal grounds:
 - i. The Data Subject has given consent to the Processing of his or her Personal Data for one or more specific Purposes;
 - ii. Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
 - iii. Processing is necessary for compliance with a legal obligation to which the Controller is subject;
 - iv. Processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data; or
 - v. Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller.

5. PROCESSING SHARED PERSONAL DATA

- a) All Parties agree that they are responsible for Processing of Shared Personal Data in accordance with Applicable Laws and this Data Processing Addendum. The Parties shall fully cooperate with each other to the extent necessary to effectuate corrections, amendments, restrictions or deletions of Personal Data as required by Applicable Laws and/or at the request of any Data Subject.

- b) A Party may only transfer Shared Personal Data relating to EU individuals to outside of the European Economic Area (“EEA”) (or if such Shared Personal Data is already outside of the EEA, to any third party also outside the EEA), in compliance with the terms of this Data Processing Addendum and the requirements of Applicable Laws, the latter including any relevant Adequacy Decision of the European Commission or the use of EU ‘Standard Contractual Clauses’. Where Standard Contractual Clauses for data transfers between EU and non-EU countries are required to be executed between the Parties, they may be found and downloaded, to be incorporated herein as part of this Data Processing Addendum upon execution, at <https://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (or such link location as may be updated from time to time).
- c) A Party must immediately notify the other Party and ICANN if, in its opinion, ICANN’s instructions or requirements under Applicable Agreements infringes any Applicable Laws.
- d) All Shared Personal Data must be treated as strictly confidential and a Party must inform all its employees or approved agents engaged in processing the Shared Personal Data of the confidential nature of the Shared Personal Data, and ensure that all such persons or parties have signed an appropriate confidentiality agreement to maintain the confidence of the Shared Personal Data.
- e) Where a Party Processes Shared Personal Data, it acknowledges and agrees that it is responsible for maintaining appropriate organizational and security measures to protect such Shared Personal Data in accordance with all Applicable Laws. Appropriate organizational and security measures are further enumerated in Section 5 of this Data Processing Addendum, but generally must include:
- i. Measures to ensure that only authorized individuals for the Purposes of this Data Processing Addendum can access the Shared Personal Data;
 - ii. The pseudonymisation and encryption of the Shared Personal Data, where necessary or appropriate;
 - iii. The ability to ensure continued confidentiality, integrity, availability and resilience of its processing systems and services;
 - iv. The ability to restore the availability and access to Shared Personal Data in a timely manner;

- v. A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Shared Personal Data; and
 - vi. Measures to identify vulnerabilities with regard to the processing of Shared Personal Data in its systems.
- f) To the extent that the Receiving Party contracts with any subcontractor, vendor or other third- party to facilitate its performance under the Applicable Agreements, it must enter into a written agreement with such third party to ensure such party also complies with the terms of this Data Processing Addendum.
 - g) The Party which employs a sub-processor, vendor or other third-party to facilitate its performance under this Data Processing Addendum is and will remain fully liable for any such third party's acts where such party fails to fulfill its obligations under this Data Processing Addendum (or similar contractual arrangement put in place to impose equivalent obligations on the third party to those incumbent on the Receiving Party under this Data Processing Addendum) or under Applicable Laws.
 - h) Each Party will, at its expense, defend, indemnify and hold the other Party harmless from and against all claims, liabilities, costs and expenses arising from or relating to (i) a Data Security Breach, (ii) breach of Applicable Laws, and (iii) breach of this Data Processing Addendum, to the extent the cause of the breaching Party's negligent, willful or intentional acts or omissions.
 - i) The Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data is included in Shared Personal Data, the circumstances in which it will be shared, the purposes for the Personal Data sharing and either the identity with whom the Personal Data is shared or a description of the type of organization that will receive the Shared Personal Data.
 - j) The Parties undertake to inform Data Subjects of the Purposes for which it will process the Shared Personal Data and provide all of the information that it must provide in accordance with Applicable Laws, to ensure that the Data Subjects understand how their Personal Data will be Processed.
 - k) The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

- l) A Party shall, subject to the instructions of the Data Subject, ensure that Shared Personal Data is accurate. Where any Party becomes aware of inaccuracies in Shared Personal Data, they will, where necessary, notify the other Parties, to enable the timely rectification of such data.

6. SECURITY

- a) The Disclosing Party shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Receiving Party by employing appropriate safeguards and technical information security controls.
- b) All Parties agree to implement appropriate technical and organizational measures to protect the Shared Personal Data in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:
- i. Ensuring IT equipment, including portable equipment is kept in lockable areas when unattended;
 - ii. Not leaving portable equipment containing the Shared Personal Data unattended;
 - iii. Ensuring use of appropriate secure passwords for logging into systems or databases containing Shared Personal Data;
 - iv. Ensuring that all IT equipment is protected by antivirus software, firewalls, passwords and suitable encryption devices;
 - v. Using industry standard 256-bit AES encryption or suitable equivalent where necessary or appropriate;
 - vi. Limiting access to relevant databases and systems to those of its officers, staff, agents, vendors and sub-contractors who need to have access to the Shared Personal Data, and ensuring that password security mechanisms are in place to prevent inappropriate access when individuals are no longer engaged by the Party;
 - vii. Conducting regular threat assessment or penetration testing on systems as deemed necessary, considering the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, with due regard to the nature of the data held, the cost of implementation, and the state of the art;

- viii. Ensuring all authorized individuals handling Shared Personal Data have been made aware of their responsibilities with regards to handling of Shared Personal Data; and
- ix. Allowing for inspections and assessments to be undertaken by the Controller as to the security measures taken, or producing evidence of those measures, if requested.

7. SECURITY BREACH NOTIFICATION

- a) Notification Timing. Should a Party become aware of any Data Security Breach by a sub- processor in relation to Shared Personal Data, and where such a Breach is of a material impact to this Data Processing Addendum, or is likely to have a material impact on the Parties, the relevant Party should immediately notify the Parties, and the relevant Party shall provide immediate feedback about any impact this incident may/will have on the affected Parties, including the anticipated impacts to the rights and freedoms of Data Subjects if applicable. Such notification will be provided as promptly as possible, but in any event no later than 24 hours after detection of the Data Security Breach. Nothing in this section should be construed as limiting or changing any notification obligation of a Party under Applicable Laws.
- b) Notification Format and Content. Notification of a Data Security Breach will be in writing to the information/administrative contact identified by the Parties, though communication may take place first via telephone. The notifying Party must be provided the following information, to the greatest extent possible, with further updates as additional information comes to light:
 - i. A description of the nature of the incident and likely consequences of the incident;
 - ii. Expected resolution time (if known);
 - iii. A description of the measures taken or proposed to address the incident including, measures to mitigate its possible adverse effects the Parties and/or Shared Personal Data;
 - iv. The categories and approximate volume of Shared Personal Data and individuals potentially affected by the incident, and the likely consequences of the incident on that Shared Personal Data and associated individuals; and
 - v. The name and phone number of a representative the Party may contact to obtain incident updates.

- c) Security Resources. The Parties' may, upon mutual agreement, provide resources from its security group to assist with an identified Data Security Breach for the purpose of meeting its obligations in relation to the notification of a Data Security Breach under Applicable Laws or other notification obligations or requirements.
- d) Failed Security Incidents. A failed security incident will not be subject to the terms of this Data Processing Addendum. A failed security incident is one that results in no unauthorized access or acquisition to Shared Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.
- e) Additional Notification Requirements. For the purpose of this section, a Party is also required to provide notification in accordance with this section in response to:
 - i. A complaint or objection to Processing or request with respect to the exercise of a Data Subject's rights under Applicable Laws; and
 - ii. An investigation into or seizure of Shared Personal Data by government officials, regulatory or law enforcement agency, or indications that such investigation or seizure is contemplated.

8. DATA SUBJECT RIGHTS

- a) Controllers have certain obligations to respond to requests of a Data Subject whose Personal Data is being processed under this Data Processing Addendum, and who wishes to exercise any of their rights under Applicable Laws, including, but not limited to: (i) right of access and update; (ii) right to data portability; (iii) right to erasure; (iv) right to rectification; (v) right to object to automated decision-making; or (vi) right to object to processing.
- b) Data Subjects have the right to obtain certain information about the processing of their personal data through a subject access request ("**Subject Access Request**"). The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- c) The Parties agree that the responsibility for complying with a Subject Access Request falls to the Party receiving the Subject Access Request in respect of

the Personal Data held by that Party, but any final decisions made by the Controller will govern.

- d) The Parties agree to provide reasonable and prompt assistance (within 5 business days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

9. DATA RETENTION AND DELETION

Notwithstanding any requirements under the Applicable Agreements to the contrary, the Parties will retain Shared Personal Data only as necessary to carry out the Purposes or otherwise in accordance with the Temporary Specification and as permitted under Applicable Laws, and thereafter must delete or return all Shared Personal Data accordingly.

10. TRANSFERS

- a) For the purposes of this Data Processing Addendum, transfers of Personal Data include any sharing of Shared Personal Data, and shall include, but is not limited to, the following:
 - i. Transfers amongst the Parties for the Purposes contemplated in this Data Processing Addendum or under any of the Applicable Agreements;
 - ii. Disclosure of the Shared Personal Data with any other third party with a valid legal basis for the provisioning of the Purposes;
 - iii. Publication of the Shared Personal Data via any medium, including, but not limited to in public registration data directory services;
 - iv. The transfer and storage by the Receiving Party of any Shared Personal Data from within the EEA to servers outside the EEA; and
 - v. Otherwise granting any third party located outside the EEA access rights to the Shared Personal Data.
- b) No Party shall disclose or transfer Shared Personal Data outside the EEA without ensuring that adequate and equivalent protections will be afforded to the Shared Personal Data.

11. RESOLUTION OF DISPUTES

- a) In the event of a dispute or claim brought by a Data Subject or an applicable Data Protection Authority against any Party concerning the processing of Shared Personal Data, the concerned Parties will inform each other about

any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

- b) The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) In respect of Data Security Breaches or any breach of this Data Processing Addendum, each Party shall abide by a decision of a competent court of the complaining Party's country of establishment or of any binding decision of the relevant Data Protection Authority.

12. IMPACT OF CHANGES; NEW GUIDANCE

In the event the ICANN Board adopts changes to the Temporary Specification (a "**Triggering Event**"), then Registry may notify Registrar of the changes, and upon ICANN publication of the updated Temporary Specification to its website, the changes will also be adopted and incorporated automatically herein to this Data Processing Addendum.

Registrar will be given thirty (30) days to accept or reject the proposed changes; rejection may result in termination of the RRA. If Registrar does not respond within thirty (30) days following notice, it is deemed to have accepted the changes to the Data Processing Addendum, as applicable.

In the event Applicable Laws change in a way that the Data Processing Addendum is no longer adequate for the purpose of governing lawful processing of Shared Personal Data and there was no Triggering Event, the Parties agree that they will negotiate in good faith to review and update this Data Processing Addendum in light of the new laws.

Addendum Annex

DETAILS OF THE PROCESSING

1. Nature and Purpose of Processing. The Parties will Process Shared Personal Data only as necessary to perform under and pursuant to the Applicable Agreements, and subject to this Data Processing Addendum, including as further instructed by Data Subjects.

2. Duration of Processing. The Parties will Process Shared Personal Data during the Term of the underlying RRA to which this this Data Processing Addendum is applicable, but will abide by the terms of this Data Processing Addendum for the duration of the Processing if in excess of that term, and unless otherwise agreed upon in writing.

3. Type of Personal Data. Data Subjects may provide the following Shared Personal Data in connection with the purchase of a domain name from a Registrar:

Registrant Name: Example Registrant Street: 1234 Admiralty Way

City: Marina del Rey

State/Province: CA

Postal Code: 90292

Country: US

Phone Number: +1.3105551212

Fax Number: +1.3105551213

Email: registrant@example.tld

Admin Contact: Jane Registrant

Phone Number: +1.3105551214

Fax Number: +1.3105551213

Email: janeregistrar@example-registrant.tld Technical Contact: John Geek

Phone Number: +1.3105551215

Fax Number: +1.3105551216

Email: johngeek@example-registrant.tld