

## **SCHEDULE C – Registration Agreement Recommended Additional Terms .REIT**

### **.REIT Registration Agreement Terms**

#### **1. .REIT Registration Services**

- 1.1. The domain name you (the “Registrant”) apply for will be effective upon occurrence of all of the following:
  - 1.1.1. Your acceptance, without modification, of this Agreement, by which acceptance you also agree to the .REIT Registry Policies at <http://nic.reit>;
  - 1.1.2. The Registry (the operator of .REIT) accepting this Agreement and your domain registration application;
  - 1.1.3. Your Registrar delivering to the Registry the domain registration information you provide and your delivery to the Registry at <http://register.reit> of the additional documents required to apply;
  - 1.1.4. Your domain application successfully passing the eligibility verification process as set forth in the Registry Policies;
  - 1.1.5. Your payment of the registration, renewal and/or reinstatement fees, as applicable; and
  - 1.1.6. The Registry accepting your application.

#### **2. Multiple Domain Registrations**

- 2.1. The Registry, in accordance with ICANN policies, reserves the rights to refuse to process multiple domain registrations.
- 2.2. Domain name selection criteria and rules are found in the Registry Policies.

#### **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. All fees, including Sunrise fees, are non-refundable.

- 4.2. You acknowledge that Registrar may retain the fees even in the event the registration is not successful.
- 4.3. 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**

- 5.1.1. 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”):
  - 5.1.1.1. The domain Registrant's name and postal address;
  - 5.1.1.2. The domain being requested;
  - 5.1.1.3. 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
  - 5.1.1.4. 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. **Eligibility Verification**

- 5.2.1. Per the Registry Policies, Registrants must be verified as eligible. For complete details, see the Registry Policies at <http://nic.reit>. It is a contractual requirement of registering a .REIT domain that complete and accurate information is supplied.
- 5.2.2. As part of the eligibility verification process, Registry requires that information and documentation be provided at <http://register.reit> in addition to the information provided to Registrar. The required information is stated at <http://register.reit>.
- 5.2.3. Failure to provide accurate Whois Data and/or documentary support for the application may result in the denial, suspension or cancellation of an application or registration.
- 5.2.4. The Registry re-verifies each Registrant upon renewal.
- 5.2.5. You agree that the Registry and/or a third-party registry services provider may from time to time contact you in connection with the policies herein or the Registry Policies.

### 5.3. **Additional Registration Information**

- 5.3.1. 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”):
- 5.3.1.1. The date of the domain registration;
  - 5.3.1.2. The submission date and time of the registration application;
  - 5.3.1.3. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
  - 5.3.1.4. Records of account for your domain registration, including dates and amounts of all payments and refunds;
  - 5.3.1.5. The IP addresses of the primary nameserver and any secondary nameservers for the domain;
  - 5.3.1.6. The corresponding names of those nameservers;
  - 5.3.1.7. The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
  - 5.3.1.8. The name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for the domain;
  - 5.3.1.9. The expiration date of the registration; and
  - 5.3.1.10. 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**

- 5.4.1. You agree and acknowledge that Registrar will make available the Registration Information and Additional Registration Information to other third parties such as ICANN, the Registry Operator, its third-party data escrow provider, registry services providers, and as applicable laws may require or permit. By applying for the .REIT domain name, you agree that the .REIT Registry and its third-party registry services providers may contact you concerning your application for a .REIT domain name.
- 5.4.2. 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.

## **6. Privacy Policies**

- 6.1. 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 arisen from such disclosure or use of your Registration Information and the Additional Registration Information. For the complete details, see the Registry Privacy Policy at <http://nic.reit>.

## **7. Registry Prohibits Proxy/Privacy Registration Services**

- 7.1. You may not use any privacy or proxy service for a .REIT 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.

## **8. Obligations Regarding Information Updates and Accuracy**

- 8.1. 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 denial, suspension or 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 intentional inaccuracy (including, e.g., phone numbers such as 555-1212, 000-0000) associated with your domain, shall constitute a material breach of this Agreement and will be sufficient basis for denial, suspension or cancellation of your domain registration.

## **9. Ownership of Data**

- 9.1. 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 it is 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. Registration Renewal**

### **10.1. Renewal Obligations**

10.1.1. 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. The Registry and/or Registrar will use reasonable efforts to notify you in advance of the expiration of your domain name for purposes of your renewal of the domain.

### **10.2. Information Requirements for Renewals**

10.2.1. 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 required information or the newly required information, you may request that your domain registration be cancelled.

### **10.3. Redemption Grace Period**

10.3.1. 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.

## **11. Dispute Resolution Policy**

11.1. You agree to be bound by the appropriate domain dispute resolution policies applicable to the .REIT domain that you have selected. The dispute policies can be found at <http://nic.reit>. 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.

## **12. Change of Registrant of the Domain(s)**

### **12.1. Transfer of Registration to Another Registrant**

- 12.1.1. Domain names may only be transferred to a Registrar accredited with the Registry.
- 12.1.2. When transferring a domain name to another Registrant, you agree that any such transfer will be subject to, and conditioned on, the transferee meeting the Registry Policies, including eligibility verification and the domain name criteria. At the time of transfer, you and the transferee must complete all required information and provide documentation through the online transfer application. Failure by you or the transferee to comply with any Registry Policies or this Agreement will be sufficient basis for denial, suspension or cancellation of your domain registration. You are not entitled to any refund in relation to the transferred domain name.

### 13. **Acceptable Use Policy**

- 13.1. Registrant must comply with the .REIT Acceptable Use and Enforcement Policy found in Section 8 of the Registry Policies located at <http://nic.reit>.

#### 13.2. **Additional Acceptable Use Terms**

- 13.2.1. All Registrants must:
  - 13.2.1.1. Comply with all obligations, imposed by ICANN, in connection with its Governmental Advisory Committee Advice;
  - 13.2.1.2. Maintain accurate and up-to-date Whois information to receive notification of complaints or reports of registration abuse;
  - 13.2.1.3. Generally conduct their activities in the interests of the consumers they serve and comply with consumer protection regulations; and
  - 13.2.1.4. 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.

### 14. **Agents and Licensing**

- 14.1. 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 the 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 (if permissible under the Registry Policies), 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.

## **15. Representations and Warranties**

- 15.1. 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.

## **16. Indemnification**

- 16.1. You will indemnify, hold harmless, and defend ICANN, 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 registration or 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 other policies applicable to .REIT). "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.
- 16.2. This indemnification obligation shall survive the termination or expiration of the registration agreement.