

## **.KIM – Terms and Conditions**

In addition to your registration agreement, the .kim Registry-Registrar Agreement (“**RRA**”) terms and conditions set out here shall apply. In the event of any inconsistency between the terms of your registration agreement and the terms set out here, the RRA terms shall prevail.

1. Each registered name holder agrees to indemnify, defend and hold harmless Afiliás and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registered name holder's domain name registration. This indemnification obligation shall survive the termination or expiration of the registration agreement.
2. Each registered name holder shall comply with each of the following requirements:
  - a. ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time;
  - b. operational standards, policies, procedures, and practices for the .kim TLD established from time to time by Afiliás in a non-arbitrary manner and applicable to all registrars, including affiliates of Afiliás, and consistent with ICANN's standards, policies, procedures, and practices and the registry agreement between Afiliás and ICANN for the operation of the .kim TLD, as amended, restated or replaced from time to time (the “**Registry Agreement**”). Additional or revised Afiliás operational standards, policies, procedures, and practices for the .kim TLD shall be effective upon thirty days notice by Afiliás to the registrar. If there is a discrepancy between the terms required by the RRA and the terms of the registrar's registration agreement, the terms of the RRA shall supersede those of the registrar's registration agreement; and
  - c. public interest commitments (as set forth in Specification 11 to the Registry Agreement, as amended from time to time), community registration policies (as set forth in Specification 12 to the Registry Agreement, as amended from time to time) and Government Advisory Committee (“**GAC**”) safeguards (as set forth in Exhibit B to the RRA [**Not included in current draft RRA – to be added once finalised**] or otherwise published or provided to the registrar by Afiliás from time to time).
3. In addition to the provisions of Subsection 2 above, each registered name holder agrees to:
  - a. consent to the use, copying, distribution, publication, modification and other processing of the registered name holder's personal data by Afiliás and its designees and agents in a manner consistent with the purposes specified pursuant to the RRA, including without limitation the following:
    - i. Afiliás shall notify the registrar of the purposes for which personal data submitted to Afiliás by the registrar is collected and processed, the intended recipients (or categories of recipients) of such personal data, and the mechanism for access to and correction of such personal data. It is agreed

that such personal data may be stored in or transmitted to a country that does not have data protection standards which are the equivalent of those in the European Economic Area, including without limitation the United States of America. Afiliias shall take appropriate technical and organizational security measures to protect personal data from loss, misuse, unauthorized disclosure, alteration or destruction. Afiliias shall not use or authorize the use of personal data in a way that is incompatible with the notice provided to the registrar. It is agreed that Afiliias may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual personal data and provided that such use is compatible with the notice provided to the registrar regarding the purpose and procedures for such use. Afiliias, to the extent it is a Data Processor (a person or entity that processes personal data on behalf of a Data Controller) of the personal data of which the registrar is Data Controller (a person or entity who, either alone or with others, controls the content and use of Personal Data), shall answer the registrar's reasonable enquiries to enable it to monitor Afiliias compliance with this Clause.

- ii. The registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of registered names and (ii) customer service (including domain name record support) and billing and technical support to registered name holders. The registrar shall publish to registered name holders emergency contact information for critical situations such as domain name hijacking.
- b. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("**UDRP**") and/or Uniform Rapid Suspension ("**URS**"); and
  - c. immediately correct and update the registration information for the registered name during the registration term for the registered name;
  - d. to be bound by the terms and conditions of the initial launch of the .kim TLD as published by Afiliias from time to time, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Afiliias for the TLD (including without limitation the Trademark Clearinghouse), and further to acknowledge that Afiliias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the .kim TLD, 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 resolution process regarding a registration; and
  - e. acknowledges and agrees that Afiliias reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afiliias, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the

registration agreement; (5) for the non-payment of fees by the registrar, including without limitation pursuant to the terms of any credit facility or (6) to correct mistakes made by Afilias or any registrar in connection with a domain name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.