

# Requirements for Agreements with Domain Name Holders

For so long as Registrar engages Telnic to provide Services under this Agreement for Domain Name Holders, Registrar shall ensure that its registration agreements with Domain Name Holders include the following provisions and obligations, or provisions and obligations at least equivalent thereto:

1. Responsibility for Content. Domain Name Holder is solely and fully responsible for all information, data and text ("*Content*") provided in connection with the Domain Name. The name service provider, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content.
2. Use of Information. Domain Name Holder agrees to provide updated, current Content. If Domain Name Holder provides information about a third Party or employer, Domain Name Holder hereby represents and warrants that it has (a) provided notice to that third Party of the disclosure and use of that Party's information in connection with the Domain Name, and (b) obtained that third Party's express consent to the disclosure and use of that Party's information. Domain Name Holder expressly consents to the use of Content by Telnic and its service providers to provide the Services, to conduct analyses related to the Services, and as otherwise described in Telnic's posted privacy policy.
3. Prohibited Activities. Domain Name Holder will not use the services or provide Content which could
  - (a) violate any applicable local, state or national law,
  - (b) give rise to criminal, civil or other liability to the name service provider, its service provider or designees, or
  - (c) damage the reputation of the name service provider, its service provider or designees.
4. Reservation of Rights. 1api GmbH and/or its service providers reserve the right to withhold or suspend services as it deems necessary in its discretion;
  - (a) to protect the integrity and stability of the registry;
  - (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
  - (c) to avoid any liability, civil or criminal, on their part, as well as on the part of their affiliates, subsidiaries, officers, directors, and employees;
  - (d) for violations of this Agreement, including, without limitation, the exhibits hereto;
  - (e) to correct mistakes in connection with a domain name registration;
  - (f) to enforce the TLD Requirements; and
  - (g) to prevent use of the Domain Name in a manner contrary to the intended purpose of the Registry TLD. 1api GmbH and/or its service providers also reserve the right to suspend the provision of services during resolution of a dispute.

5. Representations and Warranties. Domain Name Holder represents and warrants that:
  - a) to its knowledge, the Content does not and will not infringe upon or otherwise violate the rights of any third Party;
  - b) it does not intend to use the Content for any unlawful purposes;
  - c) it will not knowingly submit Content in violation of any applicable laws or regulations or of the rights of any third parties; and
  - d) it will comply with the TLD Requirements.
  
6. Communications with Domain Name Holder. Telnic shall have the right to communicate directly with the Domain Name Holder in connection with any issue relating to a Domain Name and the Domain Name Holder's membership of the .tel community. The Domain Name Holder will respond promptly to such communications from Telnic and will resolve in any errors in content notified to the Domain Name Holder.
  
7. Jurisdiction and Applicable Law. Any dispute, controversy or claim between the Domain Name Holder and Telnic relating to a Domain Name or a request for a Domain Name shall be subject to the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.