

Registration Agreement

This Registration Agreement contains additional terms and conditions for the registration of .art domain names.

The registration of these Top-Level Domains globally follows the prescribed set of terms and conditions specified by the Internet Corporation for Assigned Names and Numbers (ICANN) and UK Creative Ideas Limited being the authoritative Registry. The Registrar ("united-domains AG") and the Registrant ("You") acknowledge and accept that these rules are incorporated into this Registration Agreement as follows:

1. The Registrant guarantees that neither the registration of the domain name nor the manner in which it is used infringes the legal rights of any third party or any applicable laws and regulations. The Registrant acknowledges and agrees that the Registrant is fully responsible for the registration and use of the registered domain name.
2. To the extent permitted by Applicable Law, Registrant shall indemnify, defend and hold harmless indemnify, and hold harmless UK Creative Ideas Limited (the registry operator for .ART), the registry operator's current backend technical services provider and such parties' officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the Registry Related Parties) from and against any and all claims made by third parties against the Registrant loss, liability, claims, demands, damages, cost or expense, causes of action, suits, or Registry Related Parties, including, but not limited to, all proceedings, judgments, awards, executions and liens, including lawyers' fees on a full indemnity basis, and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, including Registrant's use, display, exploitation, or registration of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from Registrant that it can satisfy and fulfil its indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement.
3. UK Creative Ideas Limited is not a party to this Agreement and united-domains aG does not act as agent for UK Creative Ideas Limited. However, UK Creative Ideas Limited and each of the Registry Affiliates are an intended beneficiary of any rights granted to it by this Agreement with the ability to enforce that right directly against Registrant (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise). Registrant and Registrar also acknowledge that the Registry in permitting the registration of a Domain Name and also in allowing a Domain Name to remain registered in the TLD, relies upon the fact that Registrant and the Registrar have agreed to the terms of this Agreement.
4. All domains under these conditions are registered by united-domains AG as accredited Registrar. Should a domain be registered incorrectly by united-domains AG or any other person involved in the registration process, e.g. not according to the order, Registrant hereby irrevocably consents to all necessary measures being taken for the correction of such mistake. Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.

5. Registrant agrees to adhere and comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct) and applicable consumer laws in respect of fair lending, debt collection, organic farming (if applicable), disclosure of data and financial regulations.
6. Registrant understands and accepts that if it is collecting and maintaining sensitive health and financial data, the Registrant must comply with applicable laws on the provision of such services and all security measures applicable to that sector.
7. Registrant agrees to adhere to the Operational standards, policies, procedures, and practices for the UK Creative Ideas Limited TLD as set forth in the Registry Agreement and as established from time to time by the Registry Operator in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN.
8. For disputes over the rights to domains, a worldwide Uniform Domain Name Dispute Resolution Policy (UDRP) and Uniform Rapid Suspension System (URS) has been developed by ICANN and adopted by all accredited Registrars. All domains subject to this agreement are governed by this UDRP and URS. Registrant hereby agrees that all disputes on the rights to such domains, especially arising out of trademarks, names or other intellectual property rights, shall be governed by the UDRP which can be found at <https://www.icann.org/resources/pages/policy-2012-02-25-en> and URS which can be found at newgtlds.icann.org/en/applicants/urs and comply with the requirements set forth by UK Creative Ideas Limited for domains registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. ICANN reserves the right to modify the UDRP and URS at any time. united-domains AG as accredited Registrar shall implement any such revision speedily and these will become binding upon the Registrant. Any revised version will be posted at: www.icann.org/.
9. According to the technical standards and procedures of the internet the Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registrant's Personal Data including personal data by UK Creative Ideas Limited and its designees and agents. This data is stored within the contractual commitments and transferred to other persons inside and outside Germany involved in the registration process, including specifically (but not limited to) the USA, and published in the ordinary way, including public access to so-called Whois databases, to make the identification of the holder of the domain possible. Registrant acknowledges and accepts that this data can be published and made available to anybody in public data storage units, together with his domain, date of registration and expiration.
10. Registrant warrants that notification equivalent to that described in Section 8 above has been given to any third-party individuals whose Personal Data are supplied to united-domains AG by the Registrant, and that the Registrant has obtained the consent equivalent to that referred to in Section 8 above, of any such third-party individuals.
11. Registrant accepts that UK Creative Ideas Limited are entitled to, at any time, to verify (a) the truth, accuracy, and completeness of any information provided by the Registrant (the "Registrant Information"), whether directly, through any of the Registrar's of record or otherwise; and (b) the compliance by the Registrant with the

applicable Registry Policies. united-domains AG and the Registrant shall fully comply and cooperate with UK Creative Ideas Limited in connection with such verification and furnish all available documentation as UK Creative Ideas Limited may reasonably require to complete the verification.

12. Registrant acknowledges that it is prohibited from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law. Registrant accepts that the consequences for any such activities (as consistent with applicable law and any related procedures) shall include suspension or deletion of domain names.
13. The Registrant agrees to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearing house and any Sunrise Dispute Resolution Policy, and further to acknowledge that the Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration.
14. united-domains AG and UK Creative Ideas Limited expressly reserve the right to deny, reject, cancel, delete or transfer any registration or transaction, or place any domain name(s) or other transactions or registry lock, hold or similar status, that it deems necessary, in its discretion; (a) to protect the integrity and stability of the UK Creative Ideas Limited TLD registries or the Registry System; (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 the part of UK Creative Ideas Limited, as well as its affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Agreement, including, without limitation any exhibits, attachments, or schedules hereto; and (e) to correct mistakes made by UK Creative Ideas Limited or any Registrar in connection with a domain name registration. united-domains AG and UK Creative Ideas Limited also reserve the right to place a domain name on registry hold, registry lock, or similar status during the resolution of a dispute.
15. Registrant shall submit to proceedings commenced under other dispute policies as set forth by Registry from time to time, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security and integrity of the Registry System for the TLD.
16. The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:
 - (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/udrp/policy>;
 - (ii) The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>;
 - (iii) The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>;
 - (iv) The Inter-Registrar Transfer Policy, available at

<http://www.icann.org/en/resources/registrars/transfers/policy>;
(v) The Trademark Post-Delegation Dispute Resolution Procedure, available at
<http://newgtlds.icann.org/en/program-status/pddrp>;
(vi) The Registration Restriction Dispute Resolution Policy, available at
<https://www.icann.org/resources/pages/rrdrp-2010-02-15-en> and
(vi) Registry policies for .art domain names available at:
<http://nic.art/wp-content/uploads/2017/01/DotART-Policies.pdf>

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