

**Appendix-A of This REGISTRAR ACCREDITATION AGREEMENT (RAA) ("Accreditation Agreement") with the National Internet Exchange of India (NIXI), A not-for-profit Company duly registered under Section 8 of the Indian Companies Act 2013 "the party of the First part" or .IN Registry), having its Office at B-901, 9th Floor Tower B, World Trade Centre, Nauroji Nagar, New Delhi 110029**

### **TERMS AND CONDITIONS FOR REGISTRANTS**

All registrants of .IN Domain names will be bound by the following terms and conditions, which may be amended by .IN Registry from time to time.

1. Contact Details: The Registrant shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the Registered Name, including: the full name, postal address, email address, voice telephone number, and fax number if available of the Registrant; name of authorized person for contact purposes, in case of a Registrant that is an organization, association, or corporation. The email address submitted in the contact information will be that of the Registrant only. This correct information should be available in WHOIS of .IN Registry, and it is the duty of the Registrant to check this information from time to time and make sure that it is up-to-date.

2. Inaccurate Information: A Registrant's willful or grossly negligent provision of inaccurate, false or unreliable information, and in the event the registrant willfully or grossly neglects to promptly update information provided to Registrar shall constitute a material breach of the Registrant's Registration Agreement with the Registrar and be a basis for cancellation of the Registered Name, and any other action under the relevant laws of India.

3. Proxy/Privacy Services: Any kind of proxy services are not allowed, and if the

data is wrong or masked out by any proxy/ privilege protection services, the Registrant shall not be recognized as the owner of the domain name.

4. No illegal/ obscene Content: The Registrant undertakes that it shall not register a domain name which is contrary to public policy and that the Content of the website shall not be violative of any Indian Laws.

5. Lawful Usage of Domain Name: The Registrant shall use the domain name in such a way that it does not violate any third-party rights, applicable laws or regulations, including discrimination on the basis of race, language, sex or religion and the Registrant further warrants that it shall not register or use the domain name in bad faith or for any unlawful purpose.

6. .IN Registry considers illegal or fraudulent actions, spamming, using email in denial-of-service attacks, Phishing, Pharming, Botnet command and control, Distribution of pornography, Illegal Access to other computer and networks etc. as abusive use of domain name. Registry can suspend the Registered name in such cases and initiate action accordingly. Further, Fast Flux hosting may be used only with prior permission of .IN Registry.

7. Fees and Payment: Payment of any fees due, for which the Registrant is solely liable, must be made with the Registry via Registrar. The Registry is not responsible for any failure on the part of the Registrar in this respect, including where such failure results in non-registration or cancellation of the Domain Name.

8. Limitation of Liability: The Registrant shall be liable for any costs, expenses

or damages incurred by the Registry for any breach of these Terms and Conditions. Furthermore, the Registrant shall hold the Registry harmless from claims filed or disputes initiated by third parties to this Agreement, and shall compensate the Registry for any costs or expenses incurred or damages it may suffer through third parties taking action against it on the grounds that the application for the registration or the use of the Domain Name by the Registrant infringes the rights of said third parties.

9. Term, Renewal of the Domain Name Registration: The Registry is under no obligation to inform the Registrant in advance, when the Term of a domain name registration is about to expire. Registrant is fully responsible for ensuring that renewal is done well in time.

10. Suspension/ Cancellation of Domain Names: The .IN Registry shall be entitled to immediately suspend or cancel the Domain Name Registration, when the Registrant is in breach of the Terms and Conditions as enshrined here.

11. .IN Dispute Resolution Policy and Procedure (INDRP): A Registrant is required to submit to mandatory arbitration proceedings in the event a complainant files a complaint with .IN Registry, against a registrant on the basis of unlawful registration of a domain name. The arbitration proceedings shall be conducted by one of .IN Registry Empanelled Arbitrators, in accordance with Dispute Resolution Policy and Procedure and Arbitration & Conciliation Act, 19

12. Reservation of Rights for the .IN Registry: The .IN Registry reserves the right to instruct its Registry Services Provider to deny, cancel, transfer or otherwise make

unavailable any registration that it deems necessary or place any domain name(s) on registry lock and/or put a domain name on hold in its discretion: (1) to protect the integrity and stability of .IN Registry; (2) to comply with any applicable laws, Indian government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the .IN Registry, as well as its affiliates, subsidiaries, officers, directors, representatives and employees; (4) for violations of this Agreement; or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to freeze a domain name during resolution of a dispute pending before arbitrator(s) appointed under Registry's Domain Name Dispute Resolution Policy and/or a court of competent jurisdiction.