## .COOP Registry Registrar Agreement Appendix C – Registrant Terms .COOP

## **REGISTRANT TERMS**

## 1. INTRODUCTION

These Registration Terms and conditions apply to all registrations for a .coop domain names and shall be incorporated in each registrar registration agreement between the registrant or registrant applicant, (referred to as "you" and "your") and the Registrar or reseller of the .coop domains. DotCooperation LLC the registry operator for .coop, a community TLD for Cooperatives organizations is referred to as "Registry Operator". The .Coop Registry Policies are incorporated by reference into these Terms and are published at <u>www.identity.coop</u>. Registrants and registrant applicants are advised to read these before applying for .coop domain names and refer to them from time to time.

# 2. ELIGIBILITY REQUIREMENTS

Registrations in .coop are restricted to eligible entities. In consideration for the Registry service(s) in .coop, you agree to:

2.1. provide current, complete and accurate information about you, as required by the application process;

2.2 meet all eligibility requirements mandated by the Registry Operator for registration of a .coop name, as set forth in Eligibility Policies hereto; and hereby

affirm and certify that the registration applicant organization meets at least one of the .COOP eligibility requirements:

- (a) a democratically controlled member owned cooperative, consistent with the International 7 Cooperative Principles; or
- (b) an Association comprised of cooperatives; or
- (c) an Organization that is majority controlled by a Cooperative; or
- (d) an Entity whose operations are principally dedicated to serving Cooperatives.

You understand and agree that this request for registration may be subject at any time to an audit by the Registry Operator and any failure to comply with the policies and /or the audit may result in the rejection of the application, or cancellation or modification the registrant's domain name .coop.

2.3. maintain and update the registrant information as needed to keep it current, complete and accurate.

2.4. The Registry Operator relies on accurate information to monitor whether .coop names are being used appropriately. In the event you are found not to be entitled to register a .coop domain name for failure to meet the .coop eligibility requirements, you acknowledge and agree that the domain name may not be registered by You (and, if already registered, will be cancelled and deleted. You release Registry Operator from any and all liability stemming the later deletion or cancellation of any domain name application or registration. Deleted .coop names will be returned to the pool of names available for registration.

#### 3. ADDITIONAL TERMS

3.1 As part of the contractual requirements to deliver you the domain service you agree to:

(a) the use, copying, distribution, publication of non private information, modification and other processing of the Registrant's Personal Data and contact information by Registry Operator and its designees and agents in a manner consistent with the purposes specified herein, including data escrow requirements as determined by ICANN;

(b) to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), DotCoop Dispute Resolution Policy ("DCDRP"), and ICANN's Uniform Rapid Suspension System ("URS") under ICANN's related rules;

(c) the sharing of such registration data including any associated personal data provided is limited to authorized requestors for the specific aims to protect the rights of third parties, (in accordance with the .coop dispute policies), to comply with law enforcement and consumer protection agencies;

(d) to comply with all applicable laws including laws on 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;

(e) to comply with the acceptable use policies which prohibit: 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, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension and/or the deletion of the domain name;

(f) that if you are collecting and maintaining sensitive health and financial data, you shall comply with applicable laws on the provision of such services and including security measures applicable to those sectors;

(g) to comply with the .Coop policies including its privacy policy at indentity.coop and as may be amended from time to time; and

(h) to acknowledge and agree that the Registry Operator 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 Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees and those of its registry service provider; (4) per the terms herein or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

# 4. .COOP POLICIES AND UPDATES

4.1 You agree to adhere to the .coop policies set forth on the Registry website *[www.identity.coop*]. You understand and agree that the Registry Operator, in its sole discretion, may create new policies and modify any existing policy. The Registry Operator will post any such new or revised policy on its website identity.coop at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after creation of or modifications to a policy become effective, you have agreed to these additions or modification. You acknowledge that if you do not agree to any such addition or modification, you may terminate your registration and request deletion with your registrar. The Registry Operator will not refund any fees paid by you if you terminate your registration services.

**4.2** Except as otherwise provided herein, you agree, that the Registry Operator may:

- a) revise the terms and conditions of registration
- b) modify, add to, or change the .coop services provided any time.

# 5. CONSEQUENCES OF BREACH

You understand and agree that your failure to abide by any Registry Operator operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from the Registry or the Registrar concerning the accuracy of the details associated with your domain name registration may be considered to be a material breach and that the Registrar or the Registry Operator may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to the Registry, that you have not breached your obligations herein, then Registry Operator may delete the registration or reservation of your domain name and/or terminate the other Registry Operator service(s) you are using without further notice. Registry Operator will not refund any fees paid by you if Registry Operator terminates services due to your breach. Any such breach by you shall not be deemed to be excused simply because Registry Operator did not act earlier in response to that, or any other breach, by you.