Registry-Registrant Agreement

These terms and conditions (the “Agreement ”) supplement the agreement between you and the ICANN Accredited Registrar (“Registrar”) that you use to Register or Reserve a name in a Top Level Domain that is owned by Latin American telecom LLC and/or its subsidiaries (the “.TUBE TLD”). As between you and Latin American Telecom LLC and/or its subsidiaries (the “Registry”, “us”, “we”, “.TUBE”), in the event of any conflict between this Agreement and any of the terms of your agreement with Registrar (the “Registrar-Registrant Agreement”), this Agreement shall prevail.

I. GENERAL TERMS AND CONDITIONS

The Registry supports the protection of intellectual property. By applying to register or reserve a name in our TLD, you agree that:

your use of the name will not infringe upon the intellectual property rights or other rights of any third party;

the Registry cannot and does not check to see whether the name (or any use you may make of the name) infringes upon the intellectual property rights or other rights of others nor can it or does it check to see whether another name in the TLD (or the use of another domain name by another Applicant or a third party in any context) infringes your intellectual property rights or other rights;

the Registry makes no guarantee to you against the possibility of an objection to, or challenge of, your Registration or use of the name or corresponding website by third parties; the selection and/or registration of a similar name in the TLD by another Applicant or Registrant in a manner that might compete with or cause confusion with respect to your Registration and/or use of the name or corresponding website;

it is your responsibility to investigate your intellectual property rights or other rights and the intellectual property rights or other rights of others with respect to the name in the TLD and the corresponding website; and

you are exclusively liable for any claims of infringement arising out of or relating to your Registration or use of the name and/or the creation, launch or operation of the corresponding website.

You acknowledge and agree that you are subject to all Registry Policies set forth on the Registry Website including without limitation the most current Anti-Abuse Policy. You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

You agree to comply with applicable ICANN Requirements as set forth on the Registry Website.

You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration Request or Reservation Request, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration or Reservation if it determines, in its sole discretion, that the information is materially inaccurate.

You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the Privacy Policy posted on the Registry Website and incorporated by reference here. If you are visiting the Registry Website from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.

You agree to submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”), .TUBE’s Charter Eligibility Dispute Resolution Policy (“CEDRP”), .TUBE’s Rapid Evaluation Service (“RES”), .TUBE’s Sunrise Dispute Resolution Policy (“SDRP”) and/or the Uniform Rapid Suspension (“URS”), as applicable and as described on the Registry Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers and/or IFFOR from any and all direct or indirect liability associated with such dispute resolution processes.

You acknowledge and agree that the Registry reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in any TLD if you are found to have repeatedly engaged in abusive registrations, in its sole discretion.

You acknowledge and agree that the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Reservation Request or Registration Request and any resulting Reservations or Registrations that it deems necessary, in its discretion, in furtherance of the following:

to enforce Registry Policies and ICANN Requirements, as amended from time to time;

to protect the integrity and stability of the Registry, its operations, and any TLD;

to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;

to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;

to correct mistakes made by the Registry or any Accredited Registrar in connection with a Registration or Reservation; or

as otherwise provided herein.

You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your Registration or Reservation of, and/or your Registration Request or Registration Request for, any name in a TLD. You agree that the indemnifications stated herein survive termination of the Registrar-Registrant Agreement and this Agreement.

This Agreement, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Pennsylvania for the purpose of litigating any such claim or action.

BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND/OR IFFOR BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF PENNSYLVANIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND/OR IFFOR; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF PENNSYLVANIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS. YOU FURTHER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake in this Agreement. You acknowledge and agree that the Registry’s third party beneficiary rights have vested, and shall survive any termination or expiration of your Registration or Reservation.

You acknowledge and agree that names in each TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers make no express warranties or guarantees about such names.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND IFFOR DISCLAIM IMPLIED WARRANTIES THAT A TLD AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS AND/OR IFFOR ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGING. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS AND/OR IFFOR DO NOT GUARANTEE THAT ANY NAME IN A TLD, IFFOR SERVICES, OR REGISTRY OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF A TLD, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE ANY NAME IN A TLD (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND/OR IFFOR SHALL CREATE A WARRANTY REGARDING OPERATIONS OF THE REGISTRY OR ANY NAME IN A TLD.

THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A NAME IN A TLD. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE REGISTRY’S LIABILITY, AND THE LIABILITY OF THE REGISTRY’S AFFILIATES AND SERVICE PROVIDERS SHALL BE LIMITED TO THE MAXIUMUM EXTENT PERMITTED BY LAW. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY’S, ITS AFFILIATES AND SERVICE PROVIDERS TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THE REGISTRAR-REGISTRANT AGREEMENT AND THIS AGREEMENT.

You may have additional consumer rights under your local laws that this Agreement cannot change.

The Registry reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Agreement, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to this Agreement, and other information concerning a TLD electronically, by posting such items on the Registry Website. Your continued use of the Registry Website or your Registration and/or Reservation of any name in a TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to this Agreement. In the event of any conflict between this Agreement and the notices, agreements, modifications or changes to this Agreement as posted from time to time on the Registry Website, the then-current terms of this Agreement posted on the Registry Website shall prevail.

You represent and warrant that your use of the Registry and/or any name in a TLD will not be for any illegal purposes, including without limitation:

any purposes that promote or encourage the promotion of child pornography or the exploitation of minors in any way;

the infringement of the intellectual property rights of any other person or entity;

the impersonation of any person or entity, or the submission of information on behalf of any other person or entity, without their express prior written consent;

the violation of privacy or publicity rights of any other person or entity;

the promotion or engagement in any spam or other unsolicited bulk email, the promotion or engagement in any software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking; or

the interference with the operation of the Registry Website or services offered by the Registry

Names in a TLD are intended for and available to Applicants and Registrants who are at least eighteen (18) years of age. By submitting a Registration Request, creating a Registration, or maintaining a Registration you represent and warrant that you are at least eighteen (18) years of age.

You acknowledge and agree that the content of websites in any TLD may not be appropriate, legal, and or available for use in all locations, and hosting the name in territories where such content is illegal is prohibited. If you choose to register and/or operate the name from a location outside the U.S., you do so on your own initiative. In all cases, you are responsible for compliance with local laws. Moreover, if you register any letter/letter two-character ASCII label, you acknowledge, agree and represent that you will take steps to ensure against misrepresenting or falsely implying that you are affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

You acknowledge and agree that the Launch Plan and related policies published on the Registry Website for the applicable TLD is the binding policy document regarding eligibility for names in that TLD; any prior commitments, obligations, pricing, plans or intentions indicated by .TUBE for such TLD is void, including without limitation any and all commitments .TUBE submitted in its application to ICANN for the applicable TLD. You acknowledge and agree that Registry, its affiliates and service providers shall have no liability of any kind for any direct or indirect loss or liability resulting from the proceedings and processes relating to any Sunrise Processes, Landrush Processes, Limited Registration Processes, General Availability periods, or any process the Registry uses for allocating Premium Names or other names in a TLD, including without limitation: (a) the ability or inability of a Registrant to obtain a name in a TLD during these periods, and (b) any dispute, amongst any parties, arising in connection with any of those processes.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms “you”, “your”, Applicant, or Registrant shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, the Registry finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including but not limited to the payment obligations. The Registry shall not be liable for any loss or damage resulting from the Registry’s reliance on any instruction, notice, document, or communication reasonably believed by the Registry to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, the Registry reserves the right (but undertakes no duty) to require additional authentication from you.

Registry Website may contain links to third party websites that are not owned or controlled by the Registry. The Registry assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third party websites, including without limitation its service providers or dispute resolution providers.

No failure on the part of the Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Registry shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed by the Registry; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

The Registry shall not be liable to you for any loss or damage resulting from any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, natural disasters, compliance with any statutory obligation or executive order, fire, lightning, hurricane, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons of which the Registry is not responsible.

This Agreement (including the privacy policy, applicable launch plans, as well as the applicable domain name dispute resolution policies which are incorporated herein by this reference and form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, between the parties with respect to the subject matter expressly set forth herein.

2. ADDITIONAL TERMS APPLICABLE TO PREMIUM NAMES

You acknowledge and agree that if the name you are seeking to register is a Premium Name, as determined by the Registry in its sole discretion, then registration, renewal and/or use of the name may be subject to the terms and conditions of a separate agreement between you and the Registry, and if so, your rights in any such names are also governed by the terms of that separate agreement. Moreover, you acknowledge and agree that Premium Names may be listed, registered and/or renewed at tiered pricing levels, which are registration fees that are typically higher than general availability pricing.

DEFINITIONS

Accredited Registrar is a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

Adult-Entertainment is intended to be understood broadly for a global medium, to include those websites that convey Online Adult Entertainment, operated by webmasters who have voluntarily determined that a system of self-identification would be beneficial.

Applicant is a natural person, company, or organization in whose name a Registration Request or a Reservation Request is made.

ICANN Requirements include the Registry’s obligations under the applicable Registry Agreement between Latin American Telecom LLC and ICANN, all applicable ICANN Consensus Policies, and all applicable ICANN Temporary and Specifications and Policies, each as defined in the Registry Agreement.

Premium Name is a name that has been reserved or allocated by the Registry in its sole discretion, which may be, or has been, offered for registration on other than a first-come first-served basis, including without limitation names in the .TUBE TLD allocated under the Registry’s Founders Program.

Registrant is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in a TLD.

Registration means a name in a TLD submitted by an Accredited Registrar on behalf of a Registrant for a specified Term that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

Registration Request is an application submitted by an Accredited Registrar on behalf of an Applicant to register a name in a TLD. Registration Requests are non-transferable.

.TUBE or .TUBE Registry is Latin American telecom LLC and/or its subsidiaries.

Registry Policies means the applicable policies adopted from time to time by the Registry as posted under Policies on the Registry Website [www.live.tube](http://www.live.tube) including without limitation the Launch Plan.

Registry-Registrant Agreement is the Registry-Registrant Agreement Schedule and/or Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

Registry-Registrar Agreement is the agreement between the Registry and Accredited Registrars, as amended from time to time.

Registry Websites are [www.live.tube](http://www.live.tube) and www.nic.tube

Reservation means the reservation from registration of a name in the .TUBE TLD submitted by an Accredited Registrar on behalf of an entity or individual that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

Represent Providers ( “Representatives”); or

Provide products or services to Providers and Representatives ( “Service Providers”).