

Additional Requirements for Registration Agreement

*We remind you that you are responsible for the accuracy of the data entered when you order. Accordingly, we inform you that in case of transmission of data which not allowing the registry to identify your entity, **the sum of €150 TTC will be charged** under the administrative costs of verification.*

Indemnification Required of Registered Name Holders :

Registrar require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, its subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, predecessors, successors and assigns, from any and all claims, demands, losses, costs, expenses, causes of action or other liabilities of any kind, whether known or unknown, in any way arising out of, relating to, or otherwise in connection with the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

The Registered Name Holder must include the following representations, warranties, agreements, and certifications:

- a) Represent and Warrant that the data provided in the domain name registration application is true, correct, up to date, and complete; The registrant will at all times during the term of its registration keep the information provided above up to date;
- b) Represent and warrant that the registration satisfies the applicable .pro restrictions at the time of registration;
- c) Represent and warrant that the registration satisfies the digital security requirements stated in Appendix L of the Registry Agreement;
- d) Agree to be subject to the Qualification Challenge Policy and the Uniform Domain Name Dispute Resolution Policy (the "UDRP");
- e) Agree not to make any representation to any person or entity that expressly or impliedly convey that the registration of the Registered Name in any way signifies or indicates that the Registered Name Holder possesses any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;
- f) Certify that the Registered Name Holder has the authority to enter into the registration agreement;
- g) For applications during the Sunrise Period, certify that the registration qualifies for a Sunrise Registration, as set forth in Appendix J of the Registry Agreement.
- h) Agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in

a manner consistent with the purposes specified pursuant to Subsection 2.6 of the RAA agreement.

i) Acknowledge that Registry Operator will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of any registrant to obtain a Registered Name during these periods, and (ii) the results of any dispute over a Sunrise Registration.

Incorporation of .Pro Restrictions and Challenge Processes.

"The Registered Name Holder 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/dndr/udrp/policy.htm>

(ii) (For registration agreements relating to Sunrise Registrations only:)The Sunrise Period Rules and Sunrise Dispute Resolution Policy, available at <http://www.registrypro.pro/sunrise.htm> and <http://www.icann.org/dndr/prosdrp/policy.htm>;

(iii) The Qualification Challenge Policy and Rules, available at <http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;

(iv) The .pro TLD restriction requirements, available at <http://www.registrypro.pro/qualifications.htm>;

(v) The .pro TLD digital certification requirements, available at <http://www.registrypro.pro/certifications.htm>; and

(vi) Procedures for any applicable Verification Toolkit.

"The Registered Name Holder represents and warrants that, at all times during the term of domain name registration, he, she, or it meets the .pro registration requirements set forth by Registry Operator for the registration of the Registered Name Holder's registration. The Registered Name Holder is required to provide prompt notice to Registrar if it fails to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to Registered Name Holder, suspend, cancel or modify a Registered Name Holder's registration if, at any time, the Registered Name Holder fails to meet the registration requirements for such domain name."

The Registrar must require applicants for registration of Registered Names to provide evidence of qualification for a domain name in the .pro TLD. The Registrar must verify evidence of such qualification pursuant to the policies of the Registry Operator. Where a Verification Toolkit is used the Registrar must provide the authoritative copy of the domain

name applicant's to the toolkit provider. Once a Registered Name has been registered, the Registrar must comply with these requirements on at least an annual basis in order to confirm eligibility for a domain name in the .pro TLD. The Registrar must also provide digital certificates and other digital security services associated with each Registered Name through a commercial certificate authority approved by Registry Operator ("CCA").

The Qualification Challenge Policy and Rules set forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Qualification Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified for the .pro TLD. Details are provided in Appendices L and M of the Registry Agreement.

The Sunrise Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a .pro Registered Name Holder that registered a Registered Name during the Sunrise Period ("Sunrise Registration") and any third party (other than Registry Operator or Registrar) over the registration of a .pro domain name held by such Registered Name Holder. In accordance with the Sunrise Challenge and its associated rules, third parties will have the right to challenge registrations on the basis of such Registered Name Holder not being qualified to register during the Sunrise Period or not being qualified for the .pro TLD. Sunrise Challenges will be managed by a dispute-resolution service provider approved by ICANN according to the policy posted at <http://www.icann.org/dndr/prosdrp/policy.htm>.

The Uniform Dispute Resolution Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

Violations of the .pro TLD restrictions may be enforced directly by or through Registry Operator.

Holder-Authorized Transfers

Registrar Requirements :

Registered Name Holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the Registered Name with the Registrar, and in no event may such transfers occur until the Registry Live Start Date. Beginning on the 61st day after the initial registration with Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the registrar sponsoring the domain name registration.

A Registered Name Holder may only change its sponsoring registrar to a registrar accredited by ICANN for the .pro TLD that has entered into, and has currently in effect, the Registry-Registrar Agreement with Registry Operator ("Authorized Registrar"). For each instance where a Registered Name Holder wants to change its registrar for an existing Registered Name, the gaining Authorized Registrar shall:

1) Obtain express authorization from an individual who has the apparent authority to legally bind the Registered Name Holder (as reflected in the database of the losing Authorized Registrar).

a) The form of the authorization is at the discretion of each gaining Authorized Registrar.

b) The gaining Authorized Registrar shall retain a record of reliable evidence of the authorization.

2) In those instances when the Authorized Registrar of record is being changed simultaneously with a transfer of a Registered Name from one party to another, the gaining Authorized Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:

a) A bilateral agreement between the parties.

b) The final determination of a binding dispute resolution body.

c) A court order.

Before a Registered Name is transferred from one Registered Name Holder to another, the potential new Registered Name Holder must qualify for registration of the Registered Name according to the Registry Agreement (including its Appendices).

3) Request, by the transmission of a "transfer" command as specified in the RRP, that the registry database be changed to reflect the new Authorized Registrar.

a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Authorized Registrar that:

(1) the requisite authorization has been obtained from the Registered Name Holder listed in the database of the losing registrar,

(2) the losing registrar will be provided with a copy of the authorization if and when requested, and

(3) the gaining new Registered Name Holder has been issued a digital certificate or digital security products and verified as eligible to be registered in such PS-SLD.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

1) Situations described in the Domain Name Dispute Resolution Policy

- 2) A pending bankruptcy of the Registered Name Holder
- 3) Dispute over the identity of the Registered Name Holder
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."