APPENDIX C
to Agreement No.   /TATAR

The number is assigned and filled in by the Registry Operator only

Mandatory Conditions of the Registration Agreement

Date of signature: «   »   20

The date of signature is filled in by the Registry Operator only

In accordance with **sub-clause 6.10.5** of the Agreement, the Registrar is obligated include in the official version of its Registration Agreement (agreement on the provision of the Registrar Services) the following mandatory requirements, conditions and obligations:

1. **Registry Operator Rules and ICANN Policies**. The Registration Agreement shall contain the following provisions:

   - To establish that the Registrar's client (customer and/or registrant) fully and unconditionally agrees with all the provisions of the Registry Operator Rules and the ICANN Policies by submitting a request/application to the Registrar or taking other implicit actions to register, renew and/or request services for a domain name in .TATAR;

   - To obligate the registrant to strictly comply with and perform the below requirements, conditions and obligations:

     (a) The requirements, conditions and obligations established by the standards, policies, practices and other ICANN documents applicable to gTLD .TATAR (ICANN Policies) whose observance and performance is supervised by the Registry Operator in accordance with the new gTLD .TATAR Agreement or any other agreement with ICANN; and

     (b) requirements, conditions and obligations established by the Registry Operator Rules and any other policies, procedures, standards and documents developed, approved and implemented by the Registry Operator with respect to all registrars and registrants. Updated, or amended, or supplemented Registry Operator Rules shall take effect upon the expiry of 20 (twenty) calendar days after the date of the Registry Operator sending the Registrar an email notification to this effect.

   - To establish that in the event of any discrepancies (conflict) between the Registry Operator Rules or the ICANN Policies and the Registration Agreement, the provisions of the Registry Operator Rules or the ICANN Policies govern;

     - To establish that in the event of any discrepancies (conflict) between the Registry Operator Rules and provisions of the appendices thereto, the Registry Operator Rules shall prevail;

   - To establish that in the event of any discrepancies (conflict) between the Registry Operator Rules and the ICANN Policies, the latter shall prevail.

   In the body of the Registration Agreement, there should be incorporated in any manner the Registry Operator Rules (i.e. the Registry Operator Rules and the RPMs shall become a part of the registration agreement), whether by executing such instruments as appendices, and/or

by including a reference to the full version of the Registry Operator Rules, or in accessible and another explicit manner. The Registrar shall familiarize its clients (customers and/or registrants) with the full version of the Registry Operator Rules in any accessible and visual form. The Registrar shall notify its clients (customers and/or registrants) of the Registry Operator Rules taking precedence over the Registration Agreement.

2. **The Registry Operator's rights**. The Registration Agreement shall comprise the client (customer and/or registrant's) recognition recognize of all the Registry Operator's rights established by the Registry Operator Rules and the ICANN Policies and the client (customer and/or registrant's) consent to the Registry Operator's right, in accordance with the Registry Operator Rules and/or ICANN Policies, to deny at any time registration of the applied-for domain name or cancel registration of the already registered domain name, block the domain name, suspend the domain name, assign various statuses with respect to the domain name, decline any transfer of the domain name, cancel or decline any operation or transaction with respect to the domain name, etc. for the purpose of performance of and compliance with the terms and requirements of the Registry Operator Rules and/or the ICANN Policies, as well as generally recognized standards and practices (e.g. RFC).

3. **Registrar's Obligation to Notify of Modifications**. The Registration Agreement shall feature the Registrar's obligation to notify in advance, no later than the timeline set forth by the Registry Operator Rule, its clients (customers and/or registrants) of any changes, amendments, updates or rewording of the Registry Operator Rules or of introduction of a new appendix to the Registry Operator Rules.

4. **Protection of the Registry Operator against Losses**. The Registration Agreement shall feature obligations and warranties by the Registrar's client (customer and/or registrant) to compensate for any losses, discharge of any liability and hold harmless the Registry Operator, its subsidiary and dependent companies, branches and representative offices, affiliated persons, contractors and subcontractors, as well as their respective directors, executives, legal and authorized representatives, envoys, agents, legal successors from any claims, demands, lawsuits, actions, legal proceedings, decisions, losses, expenses, and costs (including reasonable lawyer fees, justified legal costs and overhead expenses) arising in connection with the domain name registration by the Registrar's customer or the already registered by the Registrar registrant's domain name. That said, under the terms of the Registration Agreement, such obligations and warranties shall remain in full force and effect after such Registration Agreement is terminated or expires up to the expiration of the applied term of limitations.

5. **Documents and Information**. **Collection and Verification.** The Registration Agreement shall feature an obligation by the Registrar's client (customer and/or registrant) to provide full, complete, accurate, up-to-date and reliable identification information of itself, as well as contact details for communication on various issues, as well as necessary documents in witness of authenticity of such data. The Registration Agreement shall comprise the registrant's obligation to immediately update its identification information and/or contact information where it has changed.

6. **Pretrial procedure**. The Registration Agreement shall feature the registrant's consent to adhere to and perform UDRP and URS procedures as approved by ICANN.

7. **Sunrise and Landrush Registration**. The Registration Agreement shall feature the Registrar's clients (customers and/or registrants') consent to the terms and conditions of the priority and premium registrations (including, but not limited to, terms and conditions of domain names registration, procedure and conditions of review of claims and pre-trial disputes under refusal pf provision of a priority and/or premium registration as approved by ICANN, etc.) as

well as Registrar's clients (customers and/or registrants') consent to and recognition of the Registry Operator not holding liable for any losses and/or obligations resulting from the proceedings and/or processes pertinent to the priority or premium registration; that in accordance with the aforementioned documents the Registry Operator may cancel, block or transfer to another person a domain name registered during those periods, to refuse (withhold) registration of the applied-for domain name for the purpose of (1) ensuring integrity, security and stability of the Registration System and/or the Registry, (2) complying with any applicable law, government rules, law-enforcement bodies' inquiries, etc., and (3) complying with any decision of the competent court or a Dispute Resolution Service Provider appointed by ICANN.

8. **Terms of Use for Domain Names**. The Registration Agreement shall feature a clause that shall read the use of the domain name shall not contravene the Mission and values of the .TATAR prohibit the registrant to:

   i. Disseminate, provide, make publicly available malware and/or address to it (including redirecting);

   ii. Operate botnets;

   iii. Engage in phishing attacks;

   iv. Engage in piracy;

   v. Infringe upon any copyright and/or intellectual property rights, including rights to trademarks (service marks) and/or other means of individualization or another intellectual property;

   vi. Commit fraudulent or deceptive acts;

   vii. Make falsifications or commit other acts in violation of the applicable law;

   viii. Commit other acts and perform other activities aiming at interfering with the normal operation of elements of the Internet (computers, other equipment and software) not owned by the registrant;

   ix. Take other action and perform other activities contravening the effective law.

9. **Preventive Measures.** The Registration Agreement shall feature effective measures to prevent abuses and offenses on the part of the registrant, per the Registry Operator Rules (including suspension, blocking, cancelation of the domain name, etc.), and may also feature additional measures established by the Registrar for the purpose of its own internal examination of registrants, as well as provided for by applicable law. The Registration Agreement shall feature a full and unconditional consent by the registrant to all the effective and prospective measures for detection, identification and prevention of the registrant's abuses and offences with respect to domain names. The Registration Agreement shall feature a full and unconditional consent by the registrant to the Registry Operator having the right to exercise control over and conduct examinations of the registrant without any notifications at any time, with any intervals, both on its own r or engaging the Registrar or any other third party, including experts, with the use various technical means, software and/or applications. The Registration Agreement should feature the registrant's consent and liability for breaching such consent, and the warranty, to refrain from introduction and use of any technological or software means of protection and preclusion from, restriction of and/or countering the exercise by the Registry Operator of control measures and/or inspections.

ON BEHALF OF THE   ON BEHALF OF THE REGISTRY

REGISTRAR:

OPERATOR
General Director
Alexander Elizarov

_____
signature

_____ _____, 20__

[seal]

_____
signature

_____ _____, 20__

[seal]