
Introduction

This Registry Services Agreement (“RSA”) is between you, the Registrant (which includes an intending registrant) of domain name registration or other services, and Roar.Basketball LLC, a company incorporated in Delaware with its offices located at 3059a M St NW Georgetown, Washington DC. USA (“Roar”).

Roar has contracted Instra Corporation Pty Ltd., a company registered in Australia with company number 609 143 599, Registered Offices: Level 2, 222-225 Beach Road, Mordialloc, VIC 3195 (“Instra”) to provide back-end registrar services to Roar in relation to the provisioning of domain names, email services, webhosting services, website building and related and other services (individually and collectively “Registrar Services” herein).

Instra is a registrar accredited by the Internet Corporation for Assigned Names and Numbers (“ICANN”) and provides Registrar Services to Roar through a designated website operated by Roar.Basketball LLC. Instra can be reached at <https://www.instra.com>

Instra has accreditation as a registrar in good standing with all of the TLDs offered at the Roar website.

This RSA, together with any applicable country code Top Level Domain (ccTLD) Policies and generic Top Level Domain (gTLD) Policies constitutes the entire agreement between Roar and you, the purchaser of Registrar Services.

Prior to registration of a Domain Name or the transfer of any Domain Name to Roar, Roar requires you to have accepted these terms and the applicable TLD Policies.

Terminology

The following are definitions of terms used in this RSA.

Approved Roar.Basketball LLC Provider:

An organisation which provides registration services to Registrants upon the terms of an Approved Roar.Basketball LLC Provider contract with Roar.Basketball LLC.

Domain Name:

Any domain name registered through Roar.Basketball LLC acting as the Registry Services Provider .

Domain Name Services:

Any Domain Name registration, renewal and other services associated with a Domain Name.

Email Address:

An email address provided by Roar.Basketball LLC in accordance with this Registry Services Agreement.

Hosted Website:

A Registrant's website that is hosted by Roar.Basketball LLC in accordance with this RSA.

Registrar Services Provider or RSP

Roar, acting with Instra as the registrar of record in relation to Domain Name Services.

Registrant

An individual or organisation who's Domain Name is registered with RSP. A Registrant is also referred to as the "Name Holder" of the Domain Name.

Registry

The central listing of Domain Names managed and maintained by a Registry Operator

Relevant Party

Includes each of the following parties:

Roar.Basketball LLC, the Registry and any other entity with whom any of the preceding parties is in a business relationship;

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1. every officer, employee, contractor, agent of any entity specified above
 2. anyone else that Roar.Basketball LLC may procure to perform any obligations or duties of Roar.Basketball LLC under any agreement you have with Roar.Basketball LLC.

SRS or Shared Registry System:

The system used by the Registry to receive and action Domain Name registration applications and other requests.

Your Obligations Regarding Domain Names

You agree that:

1. You have read and understand this RSA and the relevant TLD Policies, and agree to be bound by them.
2. You have and will satisfy yourself that the use (whether directly or indirectly) of the Domain Name will not infringe the legal rights (including, without limitation, the intellectual property rights) of any third party. You agree to protect each Relevant Party from any such claim.
3. You will make sure all information you give RSP is accurate and complete, keep RSP informed of changes to any information you give us, and that you have the authority to enter into this agreement.
 - (a) The information you will provide includes accurate and reliable contact details (and you will promptly correct and update them during the term of the Domain Name registration if required) including:
 - (i) Your full name, postal address, email address, voice telephone number, and fax number if available; and
 - (ii) The name of **authorized** person for contact purposes in the case of a Registrant that is an organization, association, or corporation; and

(iii) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the **technical** contact for the Domain Name;

(iv) The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the **administrative** contact for the Domain Name.

4. You acknowledge that provision of inaccurate or unreliable information, or its failure promptly to update information provided to RSP, shall constitute a material breach of the your obligations under this RSA, and be a basis for cancellation of the Domain Name registration.
5. You will only use the Registrar Services for lawful purposes, and will comply with all applicable laws including those that relate to 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, disclosure of data and financial regulations.
6. If you are collecting and maintaining sensitive health and financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
7. You acknowledge that you are prohibited under this RSA from 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.
8. You will ensure that any Domain Name registered by you does not interfere with other users of the Internet.
9. You will comply with any orders of any authority having jurisdiction in relation to the Services and you acknowledge that your registration of the Domain Name is subject to:

(i) the Uniform Domain Name Dispute Resolution Policy ("UDRP"), located at <http://www.icann.org/udrp/udrp-rules-24oct99.htm> and <http://www.icann.org/dndr/udrp/policy.htm> together with the UDRP Rules and all Supplemental Rules of any UDRP provider; and

(ii) the Uniform Rapid Suspension System ("URS"), located at <http://newgtlds.icann.org/en/applicants/urs>, together with the URS Rules and all Supplemental Rules of any URS provider

10. You acknowledge that RSP must adhere to all relevant registry Policies and any instructions received from time to time from ICANN, and the relevant TLD registry. Accordingly, you agree that RSP is entitled to take all actions that may be reasonably necessary or prudent to comply with the relevant Policies or any such instructions received from time to time from ICANN or the registries without incurring any liability to you or any person for whom you are responsible.
11. You agree to be bound by the terms and conditions of the initial launch of the TLD in which your Domain Name is registered, including, without limitation, the Sunrise period, the Limited Registration Periods, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further, you acknowledge that the Registry Operator has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Limited Registration Periods, including, without limitation: (a) the ability or inability of a registrant to obtain a Domain Name during these periods, and (b) the results of any dispute over a Sunrise registration.
12. All registered Domain Names must be hosted on two pre-configured domain name servers and you are responsible for at all times meeting this obligation.
13. You will keep the Registrant ID, and any passwords associated with the Domain Name, together with any other security provided to you in connection with the Domain Name ("Password Information"), confidential, safe and secure. RSP is not responsible for the misuse of any Password Information whether by yourself, or, by any other person (including, without limitation, any employee or contractor of RSP).
14. You understand that that non-standard domains may have non-uniform renewal registration pricing such that the Registration Fee for a domain name registration renewal may differ

from other domain names in the same TLD, (e.g., renewal registration for one domain may be \$100.00 and \$33.00 for a different domain name).

15. Registration of a letter/letter two-character ASCII label at the second level is deemed to constitute a representation you will take steps to ensure against misrepresenting or falsely implying that you or your business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

You warrant that:

1. You are an identifiable individual over the age of 18 years of age, or, a legally constituted organisation.
2. Any person or legal entity which uses the Domain Name complies with the obligations set out in clause 1.1 above.
3. In respect of a Restricted Domain Name, you meet and will continue to meet for the period of the Restricted Domain Name registration the eligibility criteria contained in the Restriction Policies.

Your Obligations Regarding Web and Email Services

You agree that:

1. You will perform all tasks and responsibilities requested of you by RSP in respect of the Web and Email Services.
2. You will ensure that any Hosted Website and any email sent or received from or by an Email Address:

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- (a) does not infringe any intellectual property rights of any person;
 - (b) does not contain any material which is obscene, offensive, upsetting, defamatory, insulting, abusive or in any way unsuitable for persons under the age of 18 years;
 - (c) is not comprised or is not used for any unlawful purpose or activity.
3. You will comply with the requirements of any restriction or exclusion relating to any Web and Email Service notified to you by RSP from time to time.
 4. RSP may modify, enhance or withdraw any Web and Email Service by posting notice on the Roar.Basketball LLC Website 30 days before the change is to take effect.

RSP does not provide website maintenance services in respect of any Hosted Website. Without limiting this exclusion, you also agree that RSP accepts no responsibility for any deficiency or inaccuracy in any Hosted Website that is attributable to defects in that website.

RSP's Obligations

When providing any Domain Name Services, RSP will:

1. Provide:
 - (i) Support to accept orders for registration, cancellation, modification, renewal, redemption, deletion (at Registrar's discretion), or transfer of Registered Names, and
 - (ii) Customer service and billing and technical support to Registrants.

Notwithstanding the foregoing, RSP reserves the right to stop sponsoring new registrations of Registered Names, and in such event, RSP will not be required to provide registrations, renewals, redemptions or transfer of Registered Names. RSP shall publish to Registrants emergency contact information for critical situations such as domain name hijacking.

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2. Comply with all relevant TLD Policies and accurately represent these Policies to you.
 3. Disclose accurately and completely all the terms and conditions (including price and billing information) associated with the provision of the registration of a Domain Name to you, and the maintenance of the Domain Name sought to be used by you.
 4. Comply with your lawful directions in a diligent and timely manner regarding the Domain Name (including, without limitation, relating to registration, cancellation, amendment, deletion and associated technical support and billing).
 5. Process any Domain Name registrations with the Registry within 72 hours from the time that RSP receives all the information required to complete the registration.
 6. Notify you of the registration of the Domain Name including the details of the Domain Name, your contact details, RSP's contact details, the registration period and the passwords for the Domain Name.
 7. Arrange for correction of any error in the information in the register about the registered Domain Name when requested by you.
 8. Provide the password for the Domain Name to you, or to someone that RSP reasonably believes is acting on your behalf, when requested and at no charge. We agree to take reasonable care to satisfy ourselves that you have permitted that person to act on behalf of you.
 9. Use your personal information only as authorised by you and otherwise, in accordance with this RSA.
 10. Take all reasonable commercial steps to safeguard and protect all information about you stored in RSP's databases and systems.
 11. Comply with any order or authority having jurisdiction regarding the Domain Name registered to you.
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12. Use best endeavours to deal with any complaints you may have about the Domain Name Services.

Registration of a Domain Name

You agree that:

1. Registration of a Domain Name by RSP is carried out on a "first come, first served" basis, except in specified periods such including Sunrise, and Community Priority Periods as defined in the relevant registry Policies, details of which can be found at <https://newgtlds.icann.org/en/program-status/sunrise-claims-periods>.
2. Registration of a Domain Name confers no property or ownership rights to that Domain Name.
3. Upon the registration of a Domain Name by you, your contact details, the Domain Name, its commencement and expiry date, the address and details of the nameservers for the Domain Name and RSP's name becomes publicly available to any member of the public.
4. The Domain Name is registered in your name only because no other person has it according to the records of the Register.
5. The entry of a domain name in the "whois" database will not be taken as evidence of anything other than the registration of the Domain Name.
6. RSP will not become involved (whether directly or indirectly) in any dispute pertaining to the Domain Name and where a conflict arises between Name Holders or prospective Registrants about the Domain Name registration, those parties must resolve the issue independently of RSP.
7. The details held in the Registry shall be treated as correct and as the authoritative record.

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8. RSP does not accept any responsibility for the content of a Name Holder's website and RSP shall not be obliged to enforce the removal of content from a website unless it has been instructed by a Court Order to do so.
 9. Confirmation of your order does not guarantee that the domain name has been successfully registered. RSP will not accept any responsibility, nor provide any guarantee that the domain name has been successfully registered until we receive registration confirmation from the registry. When a domain name has been successfully registered, a confirmation email will be sent to you confirming the successful registration.
 10. The availability and price information we return for a given domain name is an indicator only, based on the information available to our systems at the time of checks and dependent on third-party systems. As such we cannot accept any responsibility for the accuracy or inaccuracy of availability and pricing checks.
 11. In the event a given domain name is unavailable for registration or has been assigned a higher ('premium') cost by the registry operator, we will contact you regarding your wishes and your options relating to any payment already made to us for this order.
 12. You acknowledge and agree that TLD registries reserve 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 the Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees and those of any Registry Services Provider;

(4) per the terms of the Registration Agreement or

(5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration.

Registry Operators also reserve the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. A Registry Operator will provide RSP notice via EPP command, email or phone call of any cancelation, transfers, changes or registry lock made to any registration by Registry Operator (in respect of a domain sponsored by the RSP), who undertakes to inform you promptly of any such action.

Management of Your gTLD Domain Name

Designated Agent For Registrant Changes And/Or Domain Name Transfers For gTLDs

1. You agree and authorise RSP to act as your "Designated Agent" with respect to the Inter-Registrar Transfer Policy (IRTP) (<https://www.icann.org/resources/pages/registrars/transfers-en>) for all gTLD domains.
2. You agree that when we act as your "Designated Agent" we have the explicit authority to approve and accept each "Change of Registrant" (as per the IRTP) on your behalf, whether this change represents a change from your Registrant information or to your Registrant information, and will do so in all instances. You also agree accept that authorising us to act as your Designated Agent is a condition of registering or managing your domain with RSP .

Domain Free Parking

3. RSP provides a free parking service to the owner of the domain in order to publicise the Domain name to third parties, and in no way endorses any meaning it may have for visitors. Links that may appear on this page are provided by a third-party for advertising purposes and have not been chosen nor specifically approved by RSP. If you wish to remove this page please advise us.

Web and Email Services

1. If RSP provides you with Hosting services, you may obtain any Web and Email Service from RSP in connection with the Domain Name. You agree on your own behalf, and on behalf of the Registrant if you are acting as the agent of the Registrant that the Web and Email Services are not available for Name Holders of Moderated Domain Names.

2. RSP will endeavour to provide the Web and Email Services with due care and skill, however, RSP does not guarantee the availability of the Web and Email Services. RSP will remedy any unavailability of the Web and Email Services as soon as it is able but does not guarantee that any unavailability will be resolved outside RSP's trading hours. In addition, RSP does not guarantee that any Web and Email Service will be:
 - (a) interruption or fault free or that any faults or errors will be corrected;

 - (b) available at any particular time or location; available, or available without change, for any minimum period of time;

 - (c) secure or private;

 - (d) free of viruses or other harmful features.

Cancellation of a Domain Name or a Web and/or Email Service

1. You may cancel a Domain Name or any Web and Email Service at any time by notifying RSP in writing. You agree that:
 - (a) on receipt of such notice, RSP will cancel the relevant Domain Name and/or cancel the relevant Web and Email Service; and

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- (b) RSP will have no liability to you whatsoever in relation to such deletion and/or cancellation.
2. RSP may, in its sole discretion, cancel a Domain Name and any additional services such as Web and Email Services provided to you by RSP in respect of that Domain Name upon 14 days' notice where you fail to pay any fees that are due to RSP .
3. Either party may terminate this agreement and cancel the Domain Name on one month's written notice to the other party.
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Fees

You agree that:

1. Where you have appointed an Approved Roar.Basketball LLC Provider to manage your Domain Name, and the Approved Roar.Basketball LLC Provider provides you with billing services, the fees payable for any Domain Name Service, and the payment terms for that Domain Name Service, will be as agreed between you and the Approved Roar.Basketball LLC Provider; or
2. Where you have elected to manage your own Domain Name, or have appointed an Approved Roar.Basketball LLC Provider to manage your Domain Name which does not supply billing services to you:
 - (a) the fees for any Domain Name Service or any Web and Email Service are as set out in the relevant 'pricing' pages of the Roar.Basketball LLC website;
 - (b) if RSP is required to incur additional charges in connection with the provision of any Domain Name Service or Web and Email Service to you, we will notify you prior to incurring any such additional charge;
 - (c) you will pay the fees for any Domain Name Service or any Web and Email Service to RSP in accordance with the payment terms set out on the Roar.Basketball LLC Website at the time the Domain Name and/or Web and Email Service application is submitted to RSP or, as otherwise specified on the Roar.Basketball LLC Website or in this RSA;

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- (d) RSP may alter any fees set out in this clause at any time on 30 days prior written notice; and
- (e) the payment terms related to any Domain Name Service and/or Registrar Service include the following:
- i. All fees are payable in advance unless specified otherwise.
 - ii. For fulfilled service, all fee payments are non-refundable unless stated otherwise in our Refund Policy.
 - iii. A renewal fee is payable in respect of the renewal of each Domain Name registration.
 - iv. RSP has no obligation to record the registration of any Domain Name if RSP has not received the applicable fees for that Domain Name.
 - v. Failure to pay the domain name renewal fee in respect of a Domain Name registration will result in cancellation of that domain name registration
 - vi. If you transfer the Domain Name to another entity or Registrar all charges owing to RSP as at the date of the transfer are immediately due for payment.

Any amounts payable by a Registrant as a result of exceeding email or website limits will be charged monthly in arrears and will be due by the date specified on the invoice.

Exclusions and Limitations of Liability

1. RSP does not investigate whether or not any Registrant is entitled to register or hold any rights in a Domain Name or request any Web and Email Services, except for ccTLDs where such investigation is required by the policy set out by the relevant registry.

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2. By registering a Domain Name, RSP is not acknowledging that any person has any rights in the name or words comprised in the Domain Name and does not authorise any person to use the Domain Name in the course of trade.

 3. You agree that no Relevant Party will have any liability to you for any claim arising from any breach of this agreement by a Relevant Party or any act or omission of any Relevant Party except where any Relevant Party has acted in bad faith.

 4. You agree that where a Relevant Party has acted in bad faith, or where RSP has acted negligently, the liability of such party to you will be capped to the amount of the fees paid by you to RSP in the month immediately prior to the event of liability in respect of the Domain Name. All conditions and warranties, which may be implied by law into this contract, are excluded except to the extent that it would be unlawful to do so. You agree that this clause is for the benefit of each Relevant Party.
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Indemnities

1. You indemnify and hold harmless RSP on its own behalf, and as agent for each other Relevant Party, from and against all liability or loss, cost, expense or damage (including reasonable attorneys fees) incurred or sustained as a result of, or in connection with:
 - (a) any claim or dispute pertaining to the registration of the Domain Name, whether in your name or in such name as you direct;

 - (b) any claim that the manner in which the Domain Name or other Service is directly or indirectly used by you or anyone for whom you are responsible infringes the legal rights of

 - (c) any third party;

 - (d) any other claim relating to the use by you or anyone for whom you are responsible, of the Domain Name, or any service provided to you under this RSA; or
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(e) any claim arising in relation to the content or operation of any Hosted Website (other than claims caused by Roar.Basketball LLC's breach of these RSA); and provided that, you shall not be required to indemnify and hold harmless RSP for any claims arising from RSP's negligence or bad faith.

General

1. Unless otherwise agreed in writing, this RSA contain all the terms of our relationship and continues to apply no matter where you are located at the time any of the Services are provided or where you reside, and shall continue to apply until this RSA are cancelled or terminated, except as otherwise stated in this RSA.
2. RSP may transfer its rights and obligations under this RSA to any third party upon prior written notice to you.
3. If any provision of this RSA is held to be unenforceable in whole or in part all other provisions contained herein shall continue to be valid and enforceable.
4. Each provision of this RSA is separately binding on Roar.Basketball LLC. If, for any reason, you, any Relevant Party cannot rely on any applicable provision in this RSA, all other applicable provisions in this RSA shall nonetheless be binding.
5. To the extent permitted, the parties agree that:
 - (a) any dispute or claim arising out of or in connection with this RSA must be brought within 60 days from the date on which the event giving rise to the dispute or claim occurred;
 - (b) where you or any Registrant for whom you are acting as agent supplies incorrect information regarding a Domain Name and RSP incurs costs in any matter concerning that Domain Name, RSP may recover those costs from you.

The cancellation or termination of this RSA will not affect any rights or obligations that have arisen prior to such cancellation or termination of this RSA, and which by their nature survive (or should survive) the cancellation or termination, including, without limitation, any warranties, indemnities and limitations of liability provisions.

Changes to RSA

1. RSP reserves the right to amend this RSA at any time by thirty days' prior written notice to you ("Relevant Notice Period"). You agree that your use of any Domain Name or other Service following the expiry of the Relevant Notice Period will constitute your acceptance of the modified RSA.
2. Changes will be notified at www.roar.basketball. Publication of amendments to or an amended RSA will constitute full and complete notice to you of the amendments concerned.

Termination or Expiry of this RSA

1. Where the Registrant transfers its Domain Name from RSP to another Registrar in accordance with the relevant ccTLD Policies and these RSA, the parties agree that this RSA will terminate effective from the date of such transfer.
2. The parties agree that this RSA will terminate on the effective date of the cancellation of the Registrant's Domain Name (and associated Web and Email Services) in accordance with the terms specified in the Cancellation of a Domain Name or a Web and/or Email Service Section of this RSA.
3. The parties agree that this RSA will expire where the Registrant's Domain Name licence expires and is not renewed by the Registrant prior to the deletion of the Domain Name.

Other ICANN Policies

Registrants should be aware of the following ICANN policies, which may have an impact on the registration, use, transfer etc of their domain name:

ICANN Registrant Benefits and Responsibilities:

<https://www.icann.org/resources/pages/benefits-2013-09-16-en>

ICANN Information for Registrar and Registrants:

<https://www.icann.org/resources/pages/registrars-0d-2012-02-25-en>

ICANN Consensus Policies:

<https://www.icann.org/resources/pages/registrars/consensus-policies-en>

ICANN Transfer Policy:

<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>

ICANN Expired Domain Deletion Policy:

<https://www.icann.org/resources/pages/registrars/accreditation/eddp-en>