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Terms of Service

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StartLogic's Terms of Service

- **User Agreement**
All direct Customers of StartLogic's basic services are subject to the terms and conditions contained in the User Agreement. The User Agreement is a legal contract between StartLogic and the User that contains the rights, duties and obligations of StartLogic and the User.
- **Acceptable Use Policy**
StartLogic's Usage Policy is designed to protect StartLogic, its Users and others from illegal, malicious, damaging and inappropriate behavior by Users of StartLogic's services. All users of StartLogic's services are subject to the Usage Policy. The Usage Policy lists activities that are prohibited on StartLogic's services, such as hacking and spamming.
- **Domain Registration Agreement**
StartLogic's Domain Policy requires that all registrants adhere to certain terms and conditions. As an organization or individual applying to register, transfer or renew a domain name.
- **Domain Registration Reseller Agreement**
All resellers that resell our domain registration services are required to adhere to the Domain Registration Reseller Agreement.
- **Anti-Spam Policy**
In our ongoing commitment to providing superior service for our customers, StartLogic has introduced a new, more vigilant anti-spam policy. We have implemented the following policy as a part of our commitment to reducing spam related activity.
- **Privacy Policy**
StartLogic's Privacy Policy covers treatment of information that StartLogic may collect from users of its products and services and from visitors to the StartLogic site.
- **Trademark Disputes for Domain Names**
- **Civil Subpoena Policy**
- **Digital Millennium Copyright Act**
- **SEO Agreement**
- **Web Site Development Agreement**
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- **Report Member Violations**

This file was last modified on February 17, 2017.

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StartLogic's User Agreement

This User Agreement ("Agreement") is an agreement between StartLogic and the party set forth in the related Registration Form ("User" or "You" and "Your") incorporated herein by reference (together with any subsequent Registration Forms or other online signup, acceptance or order form submitted by User, the "Registration Form"), and applies to the purchase of all services ordered by User on the Registration Form (collectively, the "Services"). As used herein the term "User" and "You" shall also include any and all users, Customers, subscribers, affiliates (including without limitations Users or non-Users to whom StartLogic provides links or banners to promote the services or products of StartLogic or any third party the services or products of which are offered by or obtained through or in connection with StartLogic), resellers or others (i) who sign up for, use or obtain services or products from StartLogic or from any third party services or products of which are offered by or obtained through or in connection with StartLogic, or (ii) who visit the Web sites of StartLogic or of any such third party.

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PLEASE READ THIS AGREEMENT CAREFULLY.

SIGNING UP FOR THE SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS USER AGREEMENT. YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING OUR ACCEPTABLE USE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

1. Acceptable Use Policy.

Under this Agreement, User shall comply with StartLogic's then current Acceptable Use Policy ("AUP"), as amended, modified or updated from time to time by StartLogic, and other agreements which currently can be viewed under the Terms of Service section of this Web site (collectively, the "Terms of Service"), and which is incorporated in this Agreement by reference. User hereby acknowledges that it has reviewed the AUP and that the terms of the AUP are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the AUP, the terms of the AUP shall govern. StartLogic does not intend to systematically monitor the content that is submitted to, stored on or distributed or disseminated by User via the Service (the "User Content"). User Content includes content of User's and/or users of User's Web site. Accordingly, under this Agreement, You will be responsible for Your users content and activities on Your Web site. Notwithstanding anything to the contrary contained in this Agreement, StartLogic may immediately take corrective action, including removal of all or a portion of the User Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by User of the AUP. In the event StartLogic takes corrective action due to a violation of the AUP, StartLogic shall not refund to User any fees paid in advance of such corrective action. User hereby agrees that StartLogic shall have no liability to User or any of User's users due to any corrective action that StartLogic may take (including, without limitation, suspension, termination or disconnection of Services).

StartLogic respects your right to privacy of your personal information. Please review our Privacy Policy for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

2. **HIPAA Disclaimer.** We are not "HIPAA compliant. You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. StartLogic does not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to "protected health information," as defined under HIPAA is a material violation of this User Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that StartLogic is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, email us.

3. Term; Termination; Cancellation Policy.

a. The initial term of this Agreement shall be as set forth in the Registration Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to User, and after the Initial Term, this Agreement shall continue for successive periods (or renewal period) of equal length as the Initial Term OR SUCH OTHER TERM AND PRICE THAT SHALL BE SET FORTH IN A NOTICE TO THE CUSTOMER AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF SUCH SUCCESSIVE PERIOD OR RENEWAL PERIOD. ADDITIONALLY AFTER THE INITIAL TERM, YOU ACKNOWLEDGE, AGREE AND AUTHORIZE US TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE OR RENEWAL PERIODS, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

b. This Agreement may be terminated or cancelled;

i. at anytime by either party (Including by You, if you receive notice of an amendment to this Agreement) by giving the other party thirty (30) days prior written notice, provided that we may charge You a minimum \$35.00 charge as an early cancellation fee.

If an account with a thirty (30) day money-back guarantee is purchased and cancelled within thirty (30) days of sign-up, the User will, upon request, receive a full refund of all hosting fees. Requests for these refunds should be made through our Support Team. Refunds made for a thirty (30) day money-back guarantee will not include domain registration fees or setup fees, nor will they include any fees for additional services that are purchased in the first thirty (30) days. If your plan includes a free domain name and You cancel within the first 30 days, a fee for the domain (and any applicable taxes) will be deducted from your refund. If you do not wish to keep the domain name, StartLogic will take possession of the domain and the fee will not be charged.

The thirty (30) day money-back guarantee is valid for credit-card payments only. Due to the costs associated with processing payments made by other methods, we are not able to offer the thirty (30) day money-back guarantee for other payment methods.

ii. by StartLogic in the event of nonpayment by User,

iii. by StartLogic, at any time, without notice, if, in StartLogic's sole and absolute discretion and/or judgment, User is in violation of any term or condition of this Agreement and related agreements, AUP, or User's use of the Services disrupts or, in StartLogic's sole and absolute discretion and/or judgment, could disrupt, StartLogic's business operations and/or

iv. by StartLogic as provided herein.

c. If You cancel this Agreement, upon proper notice to StartLogic, prior to the end of the Initial Term or any successive period (or renewal period) thereafter,

i. You shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation;

ii. StartLogic may (but is not obligated to) refund to You all pre-paid fees for basic hosting services for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees, cancellation fees, and any applicable taxes and any discount applied for prepayment, provided that You are not in breach of any terms and conditions of this AUP, User Agreement, Anti-Spamming Policy or Domain Policy;

If your plan includes a free domain name, a fee for the domain and any applicable taxes will be deducted from your refund. If you do not wish to keep the domain name, StartLogic will take possession of the domain and the fee will not be charged.

and/or

iii. We may charge You one hundred percent (100%) of all charges for all Services for each month remaining in the then-current Term (other than basic hosting fees as provided in (ii) above).

iv. Any cancellation request shall be effective thirty (30) days after receipt by StartLogic, unless a later date is specified in such request.

d. StartLogic may terminate this Agreement, without penalty,

i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, Terms of Service or regulatory reason, by giving User as much prior notice as reasonably practicable; or

- ii. immediately, if StartLogic determines that User's use of the Services, the Web site or the User Content violates any StartLogic term of service, including the AUP, User Agreement, Anti-Spam Policy, Privacy Policy or Domain Policy. If StartLogic cancels this Agreement prior to the end of the Term for Your breach of this Agreement and related agreements, including the AUP, User Agreement, Anti-Spam Policy, Privacy Policy or Domain Policy or User's use of the Services disrupts our network, StartLogic shall not refund to You any fees paid in advance of such cancellation and You shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, We may charge You 100% of all charges for all Services for each month remaining in the then-current Term and StartLogic shall have the right to charge You an administrative fee of a minimum of \$35.00.
- e. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 3(e), 4, 5, 15, 16, 20, 22 and 24 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under this Agreement. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other Terms of Service or equitable rights or remedies to which StartLogic may be entitled.
- f. UPON TERMINATION OF THIS AGREEMENT FOR ANY CAUSE OR REASON WHATSOEVER, USER WEB SITE FILES AND USER CONTENT AND OTHER DATA IS DELETED UPON ACCOUNT TERMINATION. Accordingly, User should always maintain back-up copies of User's web site and other User content and data so User may use such copies host elsewhere after such termination.
- g. You have ninety (90) days to dispute any charge or payment processed by StartLogic. If you have a question concerning a charge you believe is incorrect, please contact us at 800-725-8064 or through our chat service anytime by selecting our billing assistance option.

4. User's Responsibilities.

- a. User is solely responsible for the quality, performance and all other aspects of the User Content and the goods or services provided through the User Web site.
- b. User will cooperate fully with StartLogic in connection with StartLogic's provision of the Services. User must provide any equipment or software that may be necessary for User to use the Services. Delays in User's performance of its obligations under this Agreement will extend the time for StartLogic's performance of its obligations that depend on User's performance on a day for day basis. User must provide complete, correct and genuine contact information in the Registration Form and update such information as necessary from time to time so it remains complete, correct and genuine at all times; failure to do so may result in suspension or cancellation of Services. User will notify StartLogic of any change in User's mailing address, telephone, electronic mail or other contact information.
- c. User assumes full responsibility for providing end users with any required disclosure or explanation of the various features of the User Web site and any goods or services described therein, as well as any rules, terms or conditions of use.
- d. Because the Services permit Users to electronically transmit or upload content directly to the User Web site, User shall be fully responsible for uploading all content to the User Web site and supplementing, modifying and updating the User Web site, including all back-ups. User is also responsible for ensuring that the User Content and all aspects of the User Web site are compatible with the hardware and software used by StartLogic to provide the Services, as the same may be changed by StartLogic from time to time. StartLogic shall not be responsible for any damages to the User Content, the User Web site or other damages or any malfunctions or service interruptions caused by any failure of the User Content or any aspect of the User Web site to be compatible with the hardware and software used by StartLogic to provide the Services.
- e. User is solely responsible for making back-up copies of the User Web site and User Content.
- f. StartLogic does not maintain backup copies of User Web sites or e-mail. StartLogic cannot guarantee that the contents of a Web site will never be deleted or corrupted, or that a backup of a Web site will always be available. Users should always copy all content of a Web site to a local computer and StartLogic strongly suggest that Users make an additional copy (on tape, CD, multiple floppy disks, another desktop, or elsewhere) to ensure the availability of the files. IT IS THE USER'S SOLE RESPONSIBILITY TO MAKE OFFLINE, BACK-UP COPIES OF THE USER'S WEB SITE AND USER CONTENT AND DATA. NOTE: IT IS ESSENTIAL THAT USERS BACKUP FILES OFFLINE, EVEN IF USER PURCHASES OR HAS PRODUCTS, SUCH AS SITE BACKUP AND RESTORE.

- g. The user is responsible for maintaining complete backups for any files, content, software, or other items stored from time to time in a VPS account or VPS container. StartLogic does not maintain such back-ups.

As part of StartLogic's ongoing hosting, StartLogic does create and store on a temporary basis VPS backups which are intended for StartLogic's disaster recovery only which are typically available only in the event of hardware failure, and only for a short period thereafter. StartLogic cannot guarantee the existence, accuracy or completeness of any backups. Please note that typically a complete VPS restoration will overwrite anything stored in your VPS account.

- h. User is responsible for maintaining the confidentiality of login and billing information. StartLogic is not liable for any account disputes that may arise between various parties holding account login information. StartLogic is not responsible for any changes made to the account or any information that has been modified by User, or any parties authorized by User, to access the Control Panel. User is responsible for updating and maintaining contact and billing information with StartLogic. Any changes to the User contact information must be made using the account Control Panel or by contacting our Support Team. User is responsible for ensuring that StartLogic is able to notify the User for technical, billing or other issues or purposes deemed necessary by StartLogic to maintain the account.
- i. Free Web Hosting. If you have enrolled in a free plan, your Web site may carry advertising HTML for StartLogic or a third party, which could include different types of advertisements, including banners or pop-ups. If you would prefer not to have such advertising on your Web site, we encourage you to sign up for a plan that does not include advertising. Our Support Team can help you choose the plan that is right for you

5. User's Representations and Warranties.

- a. User hereby represents and warrants to StartLogic, and agrees that during the Initial Term and any Term thereafter User will ensure that:
 - i. User is the owner or valid licensee of the User Content and each element thereof, and User has secured all necessary licenses, consents, permissions, waivers and releases for the use of the User Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by StartLogic to pay any fees, residuals, guild payments or other compensation of any kind to any Person;
 - ii. User's use, publication and display of the User Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated;
 - iii. User will comply with all applicable laws, rules and regulations regarding the User Content and the User Web site and will use the User Web site only for lawful purposes; and
 - iv. User has used its best efforts to ensure that the User Content is and will at all times remain free of all computer viruses, worms, Trojan horses and other malicious code.
- b. User shall be solely responsible for the development, operation and maintenance of User's Web site, online store and electronic commerce activities, for all products and services offered by User or appearing online and for all contents and materials appearing online or on User's products, including, without limitation
 - i. the accuracy and appropriateness of the User Content and content and material appearing in its store or on its products,
 - ii. ensuring that the User Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and
 - iii. ensuring that the User Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. User shall be solely responsible for accepting, processing and filling User orders and for handling User inquiries or complaints. User shall be solely responsible for the payment or satisfaction of any and all taxes associated with its Web site and online store.
- c. User grants StartLogic the right to reproduce, copy, use and distribute all and any portion of the User Content to the extent needed to provide and operate the Services
- d. In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your

agent, and transactions entered into by anyone who uses Your account, whether or not the transactions were on Your behalf.

- e. FOR MASSACHUSETTS RESIDENTS ONLY: User (a) shall at all times be solely responsible for and maintain the confidentiality of personal information of user's in accordance with laws and regulations applicable to User and its customers, including, with respect to Massachusetts residents, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth (the "MA Regulation") and (b) maintain appropriate security measures that are in compliance with laws and regulations applicable to User and its customers, including, with respect to Massachusetts residents, the MA Regulation. For the purposes of this section [5.e], "personal information" means information about an identifiable individual, including the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security or social insurance number or similar identifier; (ii) driver's license number/state/province-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.
 - f. FOR CUSTOMERS OTHER THAN MASSACHUSETTS RESIDENTS: User (a) shall at all times be solely responsible for and maintain the confidentiality of personal information of User's customers in accordance with laws and regulations applicable to User and its customers, including, with respect to Massachusetts residents, 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth (the "MA Regulation") and (b) maintain appropriate security measures that are in compliance with laws and regulations applicable to User and its customers, including, with respect to Massachusetts residents, the MA Regulation. For the purposes of this section [5.f], "personal information" means information about an identifiable individual, including the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security or social insurance number or similar identifier; (ii) driver's license number/state/province-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.
6. **License to StartLogic.** User hereby grants to StartLogic a non-exclusive, royalty-free, worldwide right and license during the Initial Term and any Term thereafter to do the following to the extent necessary in the performance of Services, except that with respect to personal information included in the User Content, such license shall be limited to allowing StartLogic to use such Personal Information in accordance with its Privacy Policy:
- a. digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the User Content; and
 - b. make archival or back-up copies of the User Content and the User Web site.
 - c. Except for the rights expressly granted above, StartLogic is not acquiring any right, title or interest in or to the User Content, all of which shall remain solely with User.
 - d. StartLogic, in its sole discretion, reserves the right (i) to deny, cancel, suspend, transfer or alter, modify, correct, amend, change, program, or take any other corrective action to protect the integrity and stability of the Services (including altering, modifying, correcting, amending, changing, programming, or taking any other corrective action regarding any malicious code, software or related abusive activity, User Content and/or Web site(s)), and/or (ii) to comply with any applicable laws, government rules, or requirements, requests of law enforcement, or to avoid any liability, civil or criminal. User further agrees that StartLogic shall not be liable to User for any loss or damages that may result from such conduct.

7. StartLogic Content

- a. **StartLogic Content.** Except for User Content, all content available through the Services including without limitation any site builder tools, website templates, themes, designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "StartLogic Content"), are the proprietary property of StartLogic or its licensors. No StartLogic Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted by StartLogic. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any StartLogic Content. Any use of the StartLogic Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the Services and the StartLogic Content granted herein. All rights of StartLogic or its licensors that are not expressly granted in this Agreement are reserved to StartLogic and its licensors.

- b. Licenses, Copyright Notices and Photo Credits. Any permitted use of StartLogic Content is subject to the terms of any applicable license. Users shall not remove any copyright notices or photo credits appearing on any StartLogic Content that Users have been granted the right to use. Any violation of this section will be deemed a breach of this Agreement.

8. Billing and Payment.

- a. User will pay to StartLogic the service fees for the Services in the manner set forth in the Registration Form.
- b. Please note that special offers are limited-time promotional prices that are available to new customers and are valid for the Initial Term only, and not for successive or renewal periods. You will be notified of your pricing for EACH successive period (or renewal period) prior to the start of SUCH successive period (or renewal period). Your pricing for SUCH successive period (or renewal period) ALSO will be available through your control panel at the start of such successive period (or renewal period). StartLogic may increase the Service Fee and Product fees (i) in the manner permitted in the service description and (ii) at any time on or after expiration of the Initial Term by providing 24 hours prior written notice thereof to User. Written notice may be in the form of (i) notices and updates in the User's Control Panel, (ii) Public Alerts issued by StartLogic, (iii) Notification of Successive Period Pricing (or RENEWAL period pricing), or (iv) posting of next scheduled rebill amount in User's Billing Central. It is the User's sole responsibility to periodically review User's Billing Central information and all other methods of communications and notices sent or posted by StartLogic.

User may always check the User's Billing Central area to get an up-to-date statement of the current amount being billed to User for Services. It is the User's sole responsibility to periodically review users Billing Central information.

- c. The Service Fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services or any software provided hereunder (excluding any tax on StartLogic's net income). All such taxes may be added to StartLogic's invoices for the fees as separate charges to be paid by User. All fees are fully earned when due and non-refundable when paid.
- d. Unless otherwise specified, all initial fees shall be payable upon sign-up, and all subsequent fees and related charges shall be due and payable when billed, if by credit card, or if not by credit card, within thirty (30) days after the date of the invoice.
- e. If StartLogic collects any payment due at law or through an attorney at law or under advice therefrom or through a collection agency, or if StartLogic prevails in any action to which the User and StartLogic are parties, User will pay all costs of collection, arbitration and litigation, including, without limitation, all court costs and StartLogic's reasonable attorneys' fees.
- f. If any check is returned for insufficient funds StartLogic may impose a minimum processing charge of \$25.00 plus any applicable taxes.
- g. In the event that any amount due to StartLogic is not paid when due, StartLogic, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.
NOTE: USER WEB SITE FILES AND USER CONTENT AND OTHER DATA IS DELETED UPON ACCOUNT TERMINATION.
- h. There may be a minimum \$50.00 charge to reinstate accounts that have been suspended or terminated.
- i. Wire transfers will be assessed a minimum charge of \$35.00 plus applicable taxes.
- j. There may be a minimum charge of \$35.00 plus applicable taxes for all credit card chargebacks.
- k. User acknowledges and agrees that StartLogic may pre-charge User's fees for Services and products to its credit card supplied by User during registration for the Initial Term.
- l. YOU ACKNOWLEDGE, AGREE AND AUTHORIZE US TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN SECTION.

9. Free Trial Terms. If you signed up for a free trial, the following terms and conditions apply to your free trial offer.

- a. Following the expiration of your trial period, you will be automatically charged for the remainder of the term using the credit card you previously provided unless you cancel the Services prior to the expiration of the trial period.
- b. If you have not provided StartLogic with your credit card information and you have not decided to purchase the Services prior to the expiration of the trial, the Services will not be automatically

renewed and your access to your website and files may be limited or terminated completely upon expiration.

10. Payment Policies - General

- a. Accounts will not be activated or reactivated without prior payment.
- b. All hosting fees and domain name renewal fees are due at time of invoice for the renewing account and/or domain name.
- c. Incomplete, incorrect or questionable signup information can result in an account being suspended or terminated or NOT being activated. Some accounts may be placed on hold for up to 72 hours, pending review of information received.
- d. Any losses or expenses experienced by the User, due to actions taken by StartLogic in response to Users non-payment, are not the responsibility of StartLogic.
- e. Unless stated otherwise, a reference to 'USD\$', '\$US', 'dollar' or '\$' is a reference to USA currency. All fees or other amounts hereunder shall be payable in US currency, provided however that in the event you signed up for your account or any other product or service for which the fee or other amount is payable in a currency other than \$US, then any amounts payable by you hereunder shall be payable in such other currency.

11. Payment Policies - Payment Processing

- a. StartLogic's preferred method of payment is credit card.
- b. By purchasing our services, you are agreeing to allow StartLogic to place your account on a recurring payment plan. The account will automatically be re-billed according to the terms of the plan, products or services you select. By continuing (or renewing) your services and products you further agree to all of StartLogic's Terms of Services and any price increases.
- c. You grant StartLogic permission to charge your credit card for any and all services you request, including, but not limited to, any and all product or service.
- d. If we are unable to process a payment for your plan, product or service by its due date, your account will be cancelled for non-payment and you will not be able to access your Web site or e-mail.
- e. WHEN AN ACCOUNT IS CANCELED, ALL COPIES OF THE WEB SITE AND E-MAIL FILES ARE PERMANENTLY AND IRRETRIEVABLY REMOVED FROM OUR SERVERS UPON ACCOUNT CANCELLATION.
- f. If an account has been suspended for non-payment, it will only be reactivated upon payment of all overdue fees. Upon reactivation, we are not responsible for any deleted Web site or Content.
- g. If we make any refunds due to charges you dispute with your credit card StartLogic, we will cancel your account. The cancelled account will only be reactivated once all disputed/refunded fees are resolved satisfactorily, and we receive payment for any and all administrative fees incurred by StartLogic as a result of your dispute or charge-back request. We cannot guarantee any files or e-mail will be available upon reactivation.
- h. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, and/or electronic checks. A determination of such misuse or fraudulent use shall be in our sole discretion. Further, we may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government and law enforcement authorities, credit reporting services, financial institutions and credit card companies.

12. **StartLogic as Reseller or Licensor.** StartLogic is acting only as a reseller or licensor of certain services, hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-StartLogic Product"). StartLogic shall not be responsible for any changes in the Services that cause the Non-StartLogic Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-StartLogic Product either sold, licensed or provided by StartLogic to User or purchased directly by User used in connection with the Services will not be deemed a breach of StartLogic's obligations under this Agreement. Any rights or remedies User may have regarding the ownership, licensing, performance or compliance of Non-StartLogic Product are limited to those rights extended to User by the manufacturer of such Non-StartLogic Product. User is entitled to use any Non-StartLogic Product supplied by StartLogic only in connection with User's permitted use of the Services. User shall use its best efforts to protect and keep confidential all intellectual property provided by StartLogic to User through any Non-StartLogic Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. User shall not resell, transfer, export or re-export any Non-StartLogic Product, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

13. **Internet Protocol (IP) Address Ownership.** If StartLogic assigns User an Internet Protocol ("IP") address for User's use, the right to use that IP address shall belong only to StartLogic, and User shall have no right to use that IP address except as permitted by StartLogic in its sole and absolute discretion in connection with the Services, during the term of this Agreement. StartLogic shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to User by StartLogic, and StartLogic reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.
14. **Caching.** User expressly:
- grants to StartLogic a license to cache the entirety of the User Content and User's Web site, including content supplied by third parties, hosted by StartLogic under this Agreement and
 - agrees that such caching is not an infringement of any of User's intellectual property rights or any third party's intellectual property rights.
15. **CPU Usage.** User agrees that User shall not use excessive amounts of CPU processing on any of StartLogic's servers. Any violation of this policy may result in corrective action by StartLogic, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in StartLogic's sole and absolute discretion. If StartLogic takes any corrective action under this section, User shall not be entitled to a refund of any fees paid in advance prior to such action.
16. **Bandwidth and Disk Usage.** StartLogic provides Users with bandwidth, disk space and other resources, such as e-mail and/or file-transfer-protocol ("FTP") accounts, the amount of which is defined in StartLogic's web pages describing the package of Services purchased at the time of purchase. In some cases, StartLogic may not establish a specific amount of bandwidth, disk space and other resources, and refer to that as "Unlimited". In all cases, the Services are intended for normal use only, and any activity that results in excessive usage that is inconsistent with normal usage patterns is strictly prohibited. StartLogic reserves the right to suspend, discontinue or delete the accounts of Users whose use of disk space, bandwidth or other resources results in or presents the risk of degradation of service to other customers, regardless of the amount of disk space, bandwidth or other resources included in the User's plan. User agrees that such usage shall not exceed the amounts set by StartLogic for the Services purchased (the "Agreed Usage") and is additionally subject to normal usage guidelines established by StartLogic as in effect from time to time. These allotments are optimized and dedicated towards serving the Content and User's active electronic mail services related solely to User's web hosting account(s) with StartLogic.

Hosting space is intended for normal use only, and is limited to Web files, active e-mail and content of the hosted Web sites, not for storage (whether of media, e-mails, or other data). Hosting space further may not be used as offsite storage of electronic files, electronic mail or FTP hosts. You are responsible for removing any files, e-mails or other data which do not meet these requirements, and for adhering to any usage requirements or limits allocated to your account(s). Failure to do so may result in removal and deletion of such materials (including without limitation files and e-mails), and/or in discontinuation of your services or account, which actions we may take in our sole discretion.

StartLogic will monitor User's use of bandwidth, disk usage and other resources. StartLogic, in its sole discretion, shall have the right to take any corrective action if User's utilization of bandwidth, disk usage or other resources exceeds the Agreed Usage, normal usage, or is used for other improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, removal or deletion of User's Web site, User Content, User's electronic mail and e-mail services and/or other materials and services or termination the User's account and of this Agreement, which actions may be taken in StartLogic's sole and absolute discretion.

If StartLogic takes any such corrective action under this section, User shall not be entitled to a refund or credit of any fees paid prior to such action. User will comply with all applicable laws, rules and regulations regarding User's Web site, User Content and/or User's electronic mail services, including use of bandwidth, disk usage and other resources and will use such services and resources only for lawful purposes. User may not utilize: the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization; the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party; the Services to traffic in illegal drugs, gambling, obscene materials or any other products or services that are prohibited under applicable law; the Services to export encryption software to points outside the United States (or, if User is outside the United States, to points outside the User's national jurisdiction) in violation of applicable export control laws; the Services to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message. If StartLogic learns or discovers that User is violating any law related to User's Web site, User Content and/or User's electronic mail services, use of bandwidth, disk usage or other resources or Agreed Usage, StartLogic may be obligated to or may in its discretion inform the necessary law enforcement and/or any related agency(ies) of such conduct and may provide such agency(ies) with information related to User, User's Web site, User Content and/or User's electronic mail.

User is responsible for complying with any usage requirements or limits for bandwidth, disk space or other resources, and monitoring such usage to ensure the Web site does not violate such requirements or exceed

any such limits allocated for the account(s) and otherwise complies with this Agreement. StartLogic will use commercially reasonable efforts to e-mail Users who are at or near their utilization limits, but StartLogic does not take responsibility if e-mail notification(s) is not received by the User. StartLogic reserves the right to discontinue service through the beginning of the next month for your account in the event that it exceeds the any such allotment.

17. Parked Domain Services. In addition to the applicable terms and conditions contained herein:

- a. If User signs up to register and park a domain name with StartLogic, All domain name renewal fees are due at time of invoice, before the renewal date of the domain name. Payments are non-refundable. If for any reason StartLogic is unable to charge User's payment method for the full amount owed StartLogic for the service provided, or if StartLogic is charged a penalty for any fee it previously charged to User's payment method, User agrees that StartLogic may pursue all available remedies in order to obtain payment. User agrees that among the remedies StartLogic may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to User of User's service. StartLogic reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, User service issues that cannot be handled over e-mail but require personal service, and disputes that require legal services. These charges will be billed to the payment method we have on file for User.
- b. User agrees to be responsible for notifying StartLogic should User desire to terminate use of any of the Parked Page Services, including, but not limited to, those purchased. Notification of User's intent to terminate must be provided to StartLogic no earlier than thirty (30) days prior to User's billing date but no later than ten (10) days prior to the billing date. In the absence of notification from User, StartLogic will automatically continue the Parked Page Services indefinitely and will charge User's payment method that is on file with StartLogic, at StartLogic's then current rates. It is User's responsibility to keep their payment method information current, which includes the expiration date if using a credit card. In the event User terminates the Parked Page Services, moving their Web site off of the StartLogic hosting servers is User's responsibility. StartLogic will not transfer or FTP such Web site to another provider. Any change by User of their name-server is not deemed cancellation of the Parked Page Services.
- c. StartLogic will provide User with the Parked Page Services as long as User abides by the terms and conditions set forth herein and in each of StartLogic's policies and procedures.
- d. By using any of the Parked Pages Services, User agrees that StartLogic may point the domain name or DNS to one of StartLogic's or StartLogic's affiliates web pages, and that they may place advertising on User's web page and that StartLogic specifically reserves this right. User shall have no right to any compensation and shall not be entitled and shall have no right to receive any funds related to the monetization of User's Parked Pages.
- e. User agrees to indemnify and hold harmless StartLogic for any complications arising out of use of the Parked Page Services, including, but not limited to, actions StartLogic chooses to take to remedy User's improper or illegal use of a Web site hosted by StartLogic. User agrees it is not be entitled to a refund of any fees paid to StartLogic if, for any reason, StartLogic takes corrective action with respect to any improper or illegal use of the Parked Page Services.
- f. If a dispute arises as a result of one or more of User's Parked Pages, User will indemnify, defend and hold StartLogic harmless for damages arising out of such dispute. User also agrees that if StartLogic is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Web site hosted by StartLogic, that StartLogic, in its sole discretion, may take whatever action StartLogic deems necessary regarding further modification, assignment of and/or control of the Web site to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

18. SimpleScripts Terms. SimpleScripts automates the installation of a given open source application. Users are free to install open source applications independently of SimpleScripts by following the instructions provided by StartLogic or the organization that developed the open source application. When a User uses an open source application, the User licenses it from the open source provider, not from StartLogic.

- a. We do not provide support for the application once the application has been successfully installed; we provide support only for the installation or upgrade process. Any support requests regarding actual use of the application must be directed to the organization or StartLogic that developed the application.
- b. The User is responsible for creating back-ups before upgrading to the next version.
- c. We can not guarantee that the version we currently provide is the latest one being distributed by the vendor.
- d. Any security risks including, but not limited to, hacking, phishing and information piracy are the sole responsibility of the User.

- e. We reserve the right to discontinue applications managed by SimpleScripts at any time.
- f. SimpleScripts applications are installed at the User's own risk. We can not be held liable for lost data or damage caused by open source applications provided through SimpleScripts.

19. Standard and Private-Label Reseller Programs. In addition to all terms and conditions described in this Agreement, the following shall also be applicable to StartLogic Wholesale, Wholesale Plus and Private-Label Resellers:

- a. The Reseller agrees, on behalf of both the Reseller and each User signed up by the Reseller, to comply with these Terms of Service.
- b. In the event that a Reseller or a Reseller's User is determined to be in violation of the Terms of Service, the Reseller shall, upon receipt of notice of the violation, take prompt action to ensure that the account in question is updated to be in full compliance with the Terms of Service.
- c. StartLogic is not responsible for the actions or misrepresentations of Resellers. The Reseller hereby agrees to indemnify StartLogic from and against any and all claims made by any User that result from the Reseller's misrepresentation, breach of the Terms of Service or other improper actions by the Reseller.
- d. StartLogic reserves the right to revise its Wholesale, Wholesale Plus and Private-Label Reseller Programs, AUP and the Terms of Service at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth in any required notice provided by us in connection therewith.
- e. Users who have been signed up by Resellers agree to operate their Web sites in accordance with the Terms of Service.
- f. Resellers cannot make any modifications to the StartLogic Terms of Service. Any such alterations shall be deemed a violation of the Terms of Service and could result in a cancellation of a Reseller's account(s). StartLogic is not responsible for any modifications made to the Terms of Service by Resellers.
- g. Resellers in the Wholesale Reseller Program assume all responsibility for billing and technical support for each of their Users. StartLogic reserves the right to refuse inquiries made to the Support Team from the Customers of Resellers in the Wholesale Reseller Program.

20. Obligations of Resellers of Domain Registrar Services. If you are a Reseller of Domain Registrar Services these Terms of Service, including without limitation the following provisions, constitute the agreement by which you would provide Registrar Services ("Registrar Reseller"):

- a. Registrar Reseller agrees to comply with any and all policies, terms and conditions of ICANN (<http://www.icann.org/registrars/ra-agreement-17may01.htm>), or such other registration agreement as ICANN, StartLogic, or registry administrator shall post on their website from time to time, but only those portions that are applicable to all registrars, including, but not limited to, those that will prohibit the registration of certain domain names (those not allowed to be registered by statute or regulation).
- b. Registrar Reseller is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN unless it has written permission from ICANN to do so.
- c. Any registration agreement used by Registrar Reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.
- d. Registrar Reseller shall identify the sponsoring registrar upon inquiry from the customer.
- e. Registrar Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by Registrar Reseller in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event Registrar Reseller breaches this reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and Registrar Reseller meets any other criteria established by ICANN in accordance with its Bylaws, Registrar Reseller shall be permitted to apply to ICANN for such recognition.
- f. Registrar Reseller shall provide a link to the ICANN webpage that identifies available registrant rights and responsibilities, currently found at <http://www.icann.org/en/resources/registrars/registrar-rights-responsibilities> on any website it

may operate for domain name registration or renewal clearly. Such link shall be displayed to its registered name holders at least as clearly as links to policies or notifications required to be displayed under ICANN Consensus Policies.

- g. If StartLogic becomes aware that such a Registrar Reseller is in breach of any of the foregoing provisions, StartLogic shall take reasonable steps to notify the Registrar Reseller that it is in breach of this reseller agreement and that StartLogic has the right to terminate such agreement.

21. **Virtual Private Servers (VPS).** VPS sometimes also referred to as **Virtual Dedicated Server**. When creating a VPS account, we split dedicated servers into independent areas, referred to as containers. The customer is responsible for providing the firewalls, software, web files, content and Operating systems for the customer's container, independent of other containers on the server. Each container is allotted its own disk space, CPU power, bandwidth, and memory. This isolation of server space allows for independent server customization for which the customer is responsible. VPS is different from shared hosting, and VPS customers should be technically advanced and prepared to use and operate a server, various Operating Systems, Linux and root access.

- a. In addition to all terms and conditions described in this Agreement, the following shall also be applicable to StartLogic VPS customers:
 - i. The Customer assumes all responsibility for installation and maintenance of the Operating System (OS) used within the customer's container, as well as any reinstalls and changes.
 - ii. Customer assumes all responsibility for their VPS environment, firewalls, protections from bugs, viruses or other intrusions, content applications and resources used.
 - iii. Customer agrees to take full responsibility for installation, storage, back-up, maintenance, and other aspects of its files, software, data and other content or items transferred to or used in the container and the VPS account.
 - iv. The Customer is solely responsible for all files contained in their VPS whether the Customer had knowledge of the files or not and for assuring that the container is used and operated in compliance with this Agreement.
 - v. It is the responsibility of the customer to ensure their system is secured and safe from compromise at all time. If a container is found to be compromised or in violation of this Agreement, StartLogic has the right to suspend and terminate service immediately.
- b. **Resource Usage Limits.** Misuse of system resources, including but not limited to, employing programs that consume excessive CPU time (outside of reserved for user's container), network capacity, disk IO or storage space, may result in account suspension and termination.
- c. **Mail Policy.** VPS accounts will be governed by our shared-hosting mail policy (See Acceptable Use Policy section 4.a). Furthermore, anyone hosting websites or services on their server or container that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network.
- d. **Third-Party Software.** In the event You elect to install any third-party software, the following terms shall apply:
 - i. You represent and warrant You have the right to use and install the third-party software.
 - ii. You have paid the applicable licensing fees for the third party software, and the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity.
 - iii. You agree to defend, indemnify and hold harmless StartLogic and its employees, officers and directors for, from and against any and all claims brought against StartLogic and its employees, officers and directors by a third-party alleging the software infringes:
 - 01. the third-party's rights; or
 - 02. a third party's patent, trademark, copyright or other intellectual property right. You agree that in such an event You shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by StartLogic in connection with any such claims.

22. Property Rights.

- a. StartLogic hereby grants to User a limited, non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use StartLogic technology, products and

services solely for the purpose of accessing and using the Services. User may not use StartLogic's technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, this Agreement does not transfer from StartLogic to User any StartLogic technology, and all rights, titles and interests in and to any StartLogic technology shall remain solely with StartLogic. User shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the StartLogic.

- b. StartLogic owns all right, title and interest in and to the Services and StartLogic's trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Services and the related hardware, software and systems ("Marks"). Noting in this Agreement constitutes a license to User to use or resell the Marks.

23. **Disclaimer of Warranty.** User agrees to use all Services and any information obtained through or from StartLogic, at User's own risk. User acknowledges and agrees that StartLogic exercises no control over, and accepts no responsibility for, the content of the information passing through StartLogic's host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NEITHER WE NOR ANY OF OUR PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, ATTORNEYS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, A "RELATED PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT WE PROVIDE. NO RELATED PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. WE ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USER OR STORED BY USER OR ANY OF USER'S USERS VIA THE SERVICES PROVIDED BY US NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY RELATED PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

24. **Limited Warranty.**

- a. StartLogic represents and warrants to User that the Services will be performed (a) in a manner consistent with industry standards reasonably applicable to the performance thereof; (b) at least at the same level of service as provided by StartLogic generally to its other Users for the same services; and (c) in compliance in all material respects with the applicable Service Descriptions. User will be deemed to have accepted such Services unless User notifies StartLogic, in writing, within thirty (30) days after performance of any Services of any breach of the foregoing warranties. User's sole and exclusive remedy, and StartLogic's sole obligation, for breach of the foregoing warranties shall be for StartLogic, at its option, to re-perform the defective Services at no cost to User, or, in the event of interruptions to the Services caused by a breach of the foregoing warranties, issue User a credit in an amount equal to the current monthly service fees pro rated by the number of hours in which the Services have been interrupted. StartLogic may provision the Services from any of its data centers and may from time to time re-provision the Services from different data centers.
- b. The foregoing warranties shall not apply to performance issues or defects in the Services (a) caused by factors outside of StartLogic's reasonable control; (b) that resulted from any actions or inactions of User or any third parties; or (c) that resulted from User's equipment or any third-party equipment not within the sole control of StartLogic. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND WE HEREBY EXPRESSLY DISCLAIM THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY PRODUCT OR SERVICE PROVIDED TO USER HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

25. **Limitation of Liability.**

- a. IN NO EVENT WILL OUR LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER OR ANY ORDER, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE

AGGREGATE SERVICE FEES PAID TO US BY YOU DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

- b. WE CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. WE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.
- c. EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.
- d. The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other Terms of Service theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in Section 18 shall not apply to User's indemnification obligations.
- e. Notwithstanding anything to the contrary in this Agreement, StartLogic's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by User for the Services which gave rise to such damages, losses and causes of actions during the 3-month period prior to the date the damage or loss occurred or the cause of action arose.
- f. User understands, acknowledges and agrees that if StartLogic takes any corrective action under this Agreement because of an action of User or one of its Users or a reseller, that corrective action may adversely affect other Users of User or other reseller Users, and User agrees that StartLogic shall have no liability to User, any of its Users or any Reseller User due to such corrective action by StartLogic.
- g. This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

26. **Indemnification.** User agrees to indemnify, defend and hold harmless StartLogic and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders, attorneys and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to User's use of the Services, (ii) any violation by User of the AUP, (iii) any breach of any representation, warranty or covenant of User contained in this Agreement or (iv) any acts or omissions of User. The terms of this section shall survive any termination of this Agreement.

27. **Waiver of Jury Trial**

- a. Both You and StartLogic hereby agree to waive all respective rights to a jury trial of any claim or cause of action related to or arising out of this Agreement.
- b. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.
- c. You and StartLogic each acknowledge that the waiver is a material inducement for each party to enter into a business relationship, that each party has already relied on the waiver in entering into this Agreement and that each will continue to rely on the waiver in their related future dealings.
- d. Each party further warrants and represents that each has had the opportunity to have counsel review this Agreement and this waiver.
- e. The waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

28. Miscellaneous.

- a. **Independent Contractor.** StartLogic and User are independent contractors and nothing contained in this Agreement places StartLogic and User in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- b. **Governing Law; Jurisdiction.** Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any suit, action or proceeding concerning this agreement must be brought in a state or federal court located in Middlesex County, Massachusetts. **EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**
- c. **Headings.** The headings herein are for convenience only and are not part of this Agreement.
- d. **Entire Agreement; Amendments.** This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of User or StartLogic, the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of User and StartLogic. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms of Service may be modified from time to time by StartLogic in its sole discretion, which modifications will be effective when posting to StartLogic's Web site or on any subsequent date as may be set forth in any required notice provided by us in connection therewith. Upon renewal of any services or products, User agrees to all Terms of Service in effect on date of renewal and any amendments which take effect pursuant to the terms hereof.
- e. **Severability.** All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
- f. **Notices.** All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. StartLogic may give written notice to User via electronic mail to the User's electronic mail address as maintained in StartLogic's billing records.
- g. **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- h. **Assignment; Successors.** User may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of StartLogic. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. StartLogic may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- i. **Limitation of Actions.** No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.
- j. **Counterparts.** If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, StartLogic's records of such execution shall be presumed accurate unless proven otherwise.
- k. **Force Majeure.** Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, Terms of Service or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, User acknowledges and agrees that any supplier of third-party product or service that is identified as a third-party beneficiary in the Service Description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against User as if it were a party to this Agreement.
- m. **Government Regulations.** User may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States (or, if User is outside of the United States, to anyone outside of User's national jurisdiction) in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction User operates or does business.
- n. **Marketing.** User agrees that during the term of this Agreement StartLogic may publicly refer to User, orally and in writing, as a User of StartLogic. Any other public reference to User by StartLogic requires the written consent of User.

Supplemental Agreement 1.

America Get Your Business Online.

1. If you are participating in the America Get Your Business Online program (the "GYBO Program") provided by Google and StartLogic, your use of the Services is also subject to the following additional terms:
 - a. The GYBO Program is only available to you if you are a small business, and is not available to individuals.
 - b. Each small business is only permitted one website and one domain name.
 - c. The GYBO Program is only available to small businesses that do not already have a website.
 - d. You will receive a free custom domain only upon publishing your website.
 - e. StartLogic will share your information with Google. StartLogic's use of your data is governed by StartLogic's Privacy Policy and Google's use of your data is governed by Google's Privacy Policy. The information shared will be limited to your name, account status, contact information, website URL, and login behavior. Your information will only be shared during the first year of your service.

This file was last modified on June 29, 2016.

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Terms of Service

[User Agreement](#)[Acceptable Use Policy](#)[Domain Registration Agreement](#)[Domain Registration Reseller Agreement](#)[Anti-Spam Policy](#)[Privacy Policy](#)[Trademark Disputes for Domain Names](#)[Civil Subpoena Policy](#)[Digital Millennium Copyright Act](#)[Web Site Development Agreement](#)[SEO Agreement](#)[Affiliate Agreement](#)[Report Member Violations](#)

Domain Registration Agreement

On 10/31/2016, StartLogic's Domain Registration Agreement was updated to add sections 10.a & 10.b.

This Domain Registration Agreement ("Registration Agreement") is between StartLogic, LLC ("we," "us," or "StartLogic"), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved [here](#), and you, the person or entity registering a domain or domains through StartLogic. By using StartLogic's domain registration services (the "Services"), you agree to be bound by this Registration Agreement. Please read this agreement carefully.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on the StartLogic website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective the earlier of (i) the end of such 30-day period or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that StartLogic may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by ICANN ("Internet Corporation for Assigned Names and Numbers") and/or the applicable registry administrators ("Registry Administrators") for the top level domains ("TLD") or country code top level domains ("ccTLD").

Quick Links

- [Services](#)
- [Fees](#)
- [Required Domain Registration Information](#)
- [Domain Privacy Service](#)
- [Domain Parking](#)
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- [Dispute Resolution Policy](#)
- [Term and Termination](#)
- [Privacy](#)
- [Additional Registry Requirements](#)

1. Our Services

Your domain registration will be effective upon occurrence of all of the following:

- You accept all terms and conditions of this Registration Agreement, the Terms of Service, Privacy Policy and Acceptable Use Policy;
- StartLogic accepts (in its sole discretion) your domain registration application;
- StartLogic receives payment of the registration, renewal and reinstatement fees, as applicable; and
- StartLogic delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the Registry Administrator puts into effect your domain registration application.

2. Limitation of Liability

You understand that StartLogic does not control all aspects of the domain registration process. For example, once you submit a domain registration, StartLogic forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. StartLogic disclaims, and you agree, that StartLogic is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. StartLogic will not be held liable, nor refund a domain name registration due to spelling errors/typos.

3. Multiple Domain Registrations

StartLogic, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

4. Fees

- Payment of fees as a condition to domain registration.** As consideration for the domain registration service provided by StartLogic, you agree to pay StartLogic, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or transferred prior to the end of your then-current

registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.

- b. **Reservation of right to modify fees.** StartLogic reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days' notice, for any reason, at its sole discretion.
- c. **Credit card charge-backs for domain registrations.** In the event of a charge-back to StartLogic by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to StartLogic, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. StartLogic also reserves the right to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees in the amount of \$25. In StartLogic's sole discretion, we may reinstate your domain registration, subject to StartLogic's receipt of the registration fee and any administrative and/or chargeback fees described above.
- d. **Credit card charge-backs for non-domain registration services.** In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees in the amount of \$25. In StartLogic's sole discretion, we may reinstate your services, subject to StartLogic's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

5. Required Domain Registration Information

- a. **Registration information.** As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):
 - i. The domain registrant's name and postal address;
 - ii. The domain being requested;
 - iii. Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
 - iv. Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
 - v. Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.
- b. **Additional registration information.** In addition, in accordance with ICANN policies, StartLogic is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):
 - i. The original creation date of the domain registration;
 - ii. The submission date and time of the registration to us and by us to the proper registry;
 - iii. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
 - iv. Account records for your domain registration, including dates and amounts of all payments and refunds;
 - v. The IP addresses of the primary nameserver and any secondary nameservers for the domain;
 - vi. The corresponding names of those nameservers;
 - vii. The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
 - viii. The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain;
 - ix. The expiration date of the registration; and

- x. Information regarding all other activity between you and us regarding your domain registration and related services.
- c. **Use of Registration Information and Additional Registration Information.** You agree and acknowledge that StartLogic will make available the Registration Information and the Additional Registration Information to ICANN; to other third party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilius USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that StartLogic may or must make available to the public or to private entities, and the manner in which such information is made available. Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.
- d. **Information updating and accuracy obligations.** As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify or update your Registration Information by accessing StartLogic's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by StartLogic concerning the accuracy of the Registration Information or to contact StartLogic immediately upon discovery of any willful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.
- e. **Information requirements for renewals.** Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.
- f. **Ownership of data.** You agree and acknowledge that StartLogic owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database ("Domain Database"), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that StartLogic may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information StartLogic generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. StartLogic does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. StartLogic agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- g. **Registrant Verification.** You understand and agree that Registrar is required to verify the Registered Name Holder's email address within 15 days of any registration, transfer, or change to the Registered Name Holder's contact information. The Domain Name Holder's failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder's failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

6. Domain Privacy Service

- a. If you purchased domain privacy services ("Domain Privacy"), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by StartLogic as determined in its sole discretion (the "Private WHOIS Contact Information").

- b. Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.
- c. The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. StartLogic may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.
- d. Notwithstanding anything to the contrary, you agree that StartLogic may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize StartLogic to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that StartLogic is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, StartLogic will NOT forward "junk" mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize StartLogic to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by StartLogic.
- e. If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.
- f. Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. General pricing information for Domain Privacy is available [here](#). Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.
- g. StartLogic expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:
 - i. To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
 - ii. To comply with ICANN's Uniform Domain Name Dispute Resolution Policy;
 - iii. To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;
 - iv. In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with StartLogic, including, but not limited to, the Terms of Service;
 - v. To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;
 - vi. To avoid any financial loss or legal liability (civil or criminal) on the part of StartLogic, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
 - vii. To prevent inappropriate activity that comes to StartLogic's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs.

interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.

- h. Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA"), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

7. Domain Parking

- a. **Upon registration, the domain will be automatically placed on name servers provided by StartLogic, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain").** There is no charge for parking a domain. You hereby consent to and authorize StartLogic's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to register name servers using the domains that you are currently registering, the names will initially be parked with StartLogic until you modify the name servers after the domain registration is complete, using your account manager.
- b. **In the event your domain registration expires, your registration is no longer valid.** If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an "expired" page (collectively, "parking a domain" or a "parked domain"). There is no charge for the parked domain. By not renewing the domain, StartLogic may place an "expired" page, and its associated contents, on the parked domain. You may change the name server configuration (or "un-park" the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with StartLogic until you modify the name servers after the domain renewal is complete, using your account manager.
- c. **The "coming soon" and/or "expired" pages may contain advertisements and other materials selected by StartLogic, in StartLogic's sole discretion.** This may include, but is not limited to third-party websites, third-party product and service offerings, and/or Internet search engines. StartLogic reserves the right to collect and retain all revenue obtained from such advertising and other materials.
- d. **404 Error Page.** In the event you fail to configure a 404 error page, a default 404 error page will be configured by StartLogic to appear in the event an Internet user enters a URL related to your domain but for which no file is associated. By not configuring a 404 error page, you hereby consent to and authorize StartLogic's placement of a default 404 error page and its associated content on your website. StartLogic's 404 error page may contain advertisements and other materials selected by StartLogic in StartLogic's sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines. You may change the 404 error page configuration at any time. StartLogic reserves the right to collect and retain all revenue obtained from such advertising and other materials.
- e. **DNS Wildcard.** In the event you utilize StartLogic's DNS management services and fail to configure a wildcard DNS for your domain, StartLogic may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. StartLogic may point those subdomains to a web page that may contain advertisements and other materials selected by StartLogic in StartLogic's sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines.

8. Registration Renewal

- a. **Renewal obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. StartLogic shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.

You may be notified at StartLogic's sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew. Additional

information about domain renewal and expiration are available [here](#). Current renewal and redemption fees are available [here](#).

- b. **Autorenewal.** You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, StartLogic to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to StartLogic, unless you notify StartLogic that you do not wish to participate in StartLogic's automatic renewal process. StartLogic must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence of such notification from you, StartLogic will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with StartLogic, at StartLogic's then current rates. You are solely responsible for the credit card or other payment information you provide to StartLogic and must promptly inform StartLogic of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and StartLogic shall not be liable for your failure.
- c. **Expired domain names.** You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").
- d. **New customers through domain auction or brokerage partners and/or ED Transfers.** If you are registering a domain name that was registered with, and not yet deleted by, StartLogic at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to another Registrar for sixty (60) days from the date of any previous transfer.

9. Domain Dispute Resolution Policy

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found [here](#). The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold StartLogic harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain ("SLD") name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN's Uniform Rapid Suspension ("URS") and to submit to any proceedings commenced pursuant to the URS, if applicable.

10. Change of Registrant Of Domains

- a. **Change of Registrant.** Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant's name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN's Transfer Policy (available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).

We are required to deny a change of registrant for any of the following reasons:

- a. the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;
- b. the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
- c. the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:

- i. Uniform Domain-Name Dispute-Resolution Policy (UDRP)
(<https://www.icann.org/resources/pages/help/dndr/udrp-en>);
- ii. Uniform Rapid Suspension (URS) (<https://www.icann.org/resources/pages/urs-2014-01-09-en>);
- iii. Registrar Transfer Dispute Resolution Policy
(<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>); or
- iv. a court order.

Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.

Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.

- b. **Designated Agent.** You hereby explicitly authorize us to act as Designated Agent to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with the requirements of ICANN's Transfer Policy (<https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).
- c. **Transfer of registration to another registrant.** The entity or person named as the "registrant" at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, StartLogic reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable) to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by StartLogic in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying StartLogic the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.
- d. **When changing the name of registrant within StartLogic,** you agree that at StartLogic's discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at StartLogic's discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by StartLogic in its sole discretion.
- e. **Transfer of registration to or from another registrar.** When transferring a domain name into StartLogic as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by StartLogic in its sole discretion. At the time of transfer into StartLogic, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. StartLogic may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.
- f. **RESTRICTIONS ON REGISTRAR TRANSFERS.** For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into StartLogic. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to StartLogic for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by StartLogic to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Inter-Registrar Transfer Policy (available [here](#)).

For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Inter-Registrar Transfer Policy (available [here](#)).

- g. **Transfer Lock.** You agree that StartLogic may, but is NOT obligated to, automatically opt your domain name into its Transfer Lock service to help protect against unauthorized transfers (applicable for .com and .net domain names). StartLogic does NOT warranty NOR guarantee the service will prevent any unauthorized transfer of domain name(s). You may log in to your account and disable this service at anytime if you do not wish to use the service. StartLogic will NOT be liable for any inconvenience this may cause you to properly transfer your domain. You are solely responsible for a failure to transfer the domain. StartLogic shall not be liable for your failure.

11. Agents and Licensing

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at StartLogic's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

12. Representations and Warranties

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

13. Indemnification

- a. **Indemnification of StartLogic.** You will indemnify, hold harmless, and defend StartLogic and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of StartLogic's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). "Reasonable attorneys' fees and costs" as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. StartLogic may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. StartLogic will provide you with reasonably prompt notice of any Claim.
- b. **Indemnification of ICANN and Registry Operators.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afiliis Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.
- c. These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

14. Warranty Disclaimer; Limitation of Liability

- a. **Disclaimer of warranty.** StartLogic MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, StartLogic MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.

- b. **Limitation of liability.** YOU AGREE THAT StartLogic AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND StartLogic's OR ANY OF SUCH INDEMNIFIED PARTIES' REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. StartLogic AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF StartLogic OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL StartLogic's OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

15. Term and Termination

- a. **Term.** The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.
- b. **Domain suspension, cancellation or transfer.** You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by StartLogic, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If the domain name you have registered is found to be infringing on another person's rights, determined in StartLogic's discretion, StartLogic has the right to cancel your registration immediately. If you are in willful violation of our agreement, you will not be entitled to any refund. You also agree that StartLogic shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as StartLogic receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.
- c. **Termination.** StartLogic reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by StartLogic; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by StartLogic in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.
- d. **Survival.** The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

16. Additional Terms

- a. **Personal Data.** StartLogic incorporates its Privacy Policy by reference. Please read our Privacy Policy by [CLICKING HERE](#). In addition, you hereby represent that you have provided StartLogic's Privacy Policy to any person whose personal data you disclose to StartLogic and that you have obtained their consent to the foregoing.
- b. **Governing law; jurisdiction.** Except as otherwise set forth in the Dispute Policy with respect to disputes, this Registration Agreement, your rights and obligations and all actions contemplated by this Registration Agreement shall be governed by the laws of the State of Massachusetts. The United

Nations Convention on Contracts for the International Sale of Goods does not apply to this Registration Agreement. Any suit, action or proceeding concerning this agreement must be brought in a state court located in Middlesex County, Massachusetts or a federal court located in Suffolk County, Massachusetts. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- c. **Notices.** You agree that any notices required to be given under this Registration Agreement by StartLogic to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
- d. **Relationship.** StartLogic and you are independent contractors and nothing contained in this Registration Agreement places StartLogic and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- e. **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- f. **Severability.** If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
- g. **Assignment.** You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of StartLogic and/or without using the StartLogic domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. StartLogic may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that StartLogic may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.
- h. **Intellectual property.** Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "StartLogic Content"), are the proprietary property of StartLogic. No StartLogic Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any StartLogic Content. Any use of the StartLogic Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the StartLogic Content granted herein. All rights of StartLogic or its licensors that are not expressly granted in this Registration Agreement are reserved to StartLogic and its licensors.
- i. **Entire agreement.** This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and StartLogic, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

APPENDIX 1.

ADDITIONAL REGISTRY REQUIREMENTS

Listed below are additional contractual requirements that you the registrant must agree to should you desire to register a domain in these registries.

1. Should you seek to register a gTLD from the Afiliis Limited registry, or an Afiliis subsidiary registry, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Afiliis Limited registry, and all Afiliis subsidiary registry domain registrations. A non-exhaustive list of Registry TLDs may be found [here](#).

- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
- b. You agree to **immediately** correct and update the Registration Information for the Registered Name Holder upon any change.
- c. You agree to be bound by the operational standards, policies, procedures and practices for the Afiliis Limited registry, or any Afiliis subsidiary registry (the "Registry") as established by the Registry (available [here](#)), including without limitation the Registry policies, the terms and conditions of initial launch established by Registry, including without limitation, land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.
- d. You acknowledge and agree Registry 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 comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

2. **.BIZ.** Should you seek to register a .BIZ second level domain, you must agree to be bound by the following terms:

- a. **BIZ RESTRICTIONS.** Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

- i. To exchange goods, services, or property of any kind;
- ii. In the ordinary course of trade or business; or
- iii. To facilitate:

1. the exchange of goods, services, information, or property of any kind; or
2. the ordinary course of trade or business.

Registering a domain solely for the purposes of (1) selling, trading or leasing the domain for compensation, or (2) the unsolicited offering to sell, trade or lease the domain for compensation shall not constitute a "bona fide business or commercial use" of that domain.

- b. **BIZ CERTIFICATION.** As a .biz domain registrant, you hereby certify to the best of your knowledge that:

- i. The registered domain will be used primarily for bona fide business or commercial purposes and not:

1. exclusively for personal use; or
2. solely for the purposes of (1) selling, trading or leasing the domain for compensation, or (2) the unsolicited offering to sell, trade or lease the domain for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html>.

- ii. The domain registrant has the authority to enter into the registration agreement; and

- iii. The registered domain is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

c. PROVISION OF REGISTRATION DATA.

- i. Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes:

1. your full name, postal address, e mail address, voice telephone number, and fax number if available;
2. the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation;
3. the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain;
4. the corresponding names of those nameservers;
5. the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain;
6. the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain;
7. the name, postal address, email address, voice telephone number, and fax number if available of the billing contact for the domain; and
8. any remark concerning the registered domain that should appear in the Whois directory. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Registration Agreement.

- ii. **Inaccurate or Unreliable Data.** You hereby represent and warrant that the data provided in the domain registration application is true, correct, up to date and complete and that you will continue to keep all the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain concerning the accuracy of contact details associated with any registration(s) or the registration of any domain(s) registered by or through you or your account, shall constitute a breach of this Registration Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain(s) and for the purposes of this Registration Agreement and as required or permitted by the ICANN Registration Agreement or any ICANN/Registry Policy.

- iii. **DOMAIN DISPUTE POLICY.** If you reserved or registered a .biz domain through us, you agree to be bound by our current domain dispute policy that is incorporated herein and made a part of this Registration Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have read and understood and agree 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 Registration Agreement:

1. The Uniform Domain Dispute Resolution Policy, available at <http://www.icann.org/udrp/udrp.htm>.
2. The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and
3. The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>.

The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP 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 registered by Registrant. The RDRP sets forth the terms under which any allegation that a domain is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain is being used primarily for business or commercial purposes or that a domain is being used in compliance with the SUDRP or UDRP processes.

iv. **DOMAIN DISPUTE POLICY MODIFICATIONS.** You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Registration Agreement. We will not refund any fees paid by you if you terminate your Registration Agreement with us.

v. **DOMAIN DISPUTES.** You agree that, if your use of our domain registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Registration Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain registration services, you agree not to make any changes to your domain record without our prior approval. We may not allow you to make changes to such domain record until:

1. we are directed to do so by the judicial or administrative body; or
2. we receive notification by you and the other party contesting your registration and use of our domain registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain registration services, we may deposit control of your domain record into the registry of the judicial body by supplying a party with a registrar certificate from us.

vi. **RESERVATION OF RIGHTS.** StartLogic and the .biz Registry Operator, NeuLevel expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of StartLogic and/or NeuLevel, as well as their affiliates, subsidiaries, officers, directors and employees. StartLogic and NeuLevel also reserve the right to freeze a domain during resolution of a dispute.

3. **.NAME.** Should you seek to register a .NAME second level domain, you must agree to be bound by the following terms:

a. **Eligibility Requirements.** You represent and warrant that every registration you are applying for in the .name TLD satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL: <http://www.icann.org/tlds/agreements/name/registry-agmt-app1-03jul01.htm>.

b. **Dispute Resolution Policies.** You agree that every service for which you register is subject to the Uniform Domain Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-app1-03jul01.htm>. Without limiting the foregoing, you agree that:

- i. every Defensive Registration is subject to challenge pursuant to the ERDRP;
- ii. if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees;
- iii. if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and
- iv. if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets

the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.

- c. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor VeriSign shall have any liability of any kind for any loss or liability resulting from:
 - i. the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain email address registration (an "SLD Email Address"), a Defensive Registration, or a NameWatch Registration using the services provided by VeriSign or the .name registry; or
 - ii. any dispute over any Registered Name, SLD Email Address, Defensive Registration or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.
- 4. **.MOBI - Should you seek to register a .MOBI second level domain, you must agree to be bound by the following terms:**
 - a. Provide current, accurate and complete information in connection with the registration of the Domain Name and its creation, launch, and operation of the website, including but not limited to information required for the purposes of the WHOIS record.
 - b. Indemnify to the maximum extent permitted by law, defend and hold harmless the .MOBI Registry Operator, and its directors, officers, employees 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 domain name registration and or use, and this indemnification obligation survives the termination or expiration of the registration agreement;
 - c. Indemnify, defend and hold harmless .MOBI Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, 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 domain name registration and or use, and this indemnification obligation survives the termination or expiration of the registration agreement;
 - d. Acknowledge and agree that notwithstanding anything in this Registration Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Registration Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Registration Agreement in agreeing to StartLogic being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Registration Agreement.
 - e. Comply with ICANN requirements, standards, policies, procedures, and practices for which the .MOBI Registry Operator has monitoring responsibility in accordance with the Registry Registration Agreement or other arrangement with ICANN;
 - f. Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the .MOBI Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or domain registrants, and consistent with the Registry Registration Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;
 - g. Consent to the use, copying, distribution, publication, modification and other processing of your Personal Data by dotmobi, the .MOBI Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract and with relevant mandatory local data protection, laws and privacy;
 - h. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");
 - i. Immediately correct and update the registration information for the registered .MOBI Name during the registration term for the .MOBI Registered Name;
 - j. Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the .MOBI Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation:

- i. the ability or inability of a registrant to obtain a Registered Name during these periods, and
 - ii. the results of any dispute made during the limited industry launch or over a Sunrise Registration.
 - k. Acknowledge and agree that the .MOBI Registry and .MOBI Registry Services Provider, acting in consent with the .MOBI Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion:
 - i. to protect the integrity and stability of the registry;
 - ii. to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
 - iii. to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - iv. for violations of the terms and conditions herein; or
 - v. to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.
 - l. Acknowledge and agree that you must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the .MOBI Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.
 - m. Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.
 - n. Acknowledge that if the domain name being registered is a dotMobi Premium Name, as such are listed at <http://mtld.mobi/domain/premium>, then use of the domain is also subject to the terms and conditions of the dotMobi Premium Name Registration Agreement (formerly known as the dotMobi Auction Registration Agreement) posted at <http://mtld.mobi/node/1135>, which is incorporated by reference herein.
 - o. Acknowledge and agree that upon termination or expiration of the dotMobi Premium Name Registration Agreement in accordance with the terms thereof, (i) any and all rights of Company to the Registration of the Domain Name, the Registration Code, and/or to create, launch, and/or operate the Website shall be terminated, and all such rights shall revert to mTLD and (ii) mTLD may grant Registration rights to the Domain Name and/or rights to the Registration Code to any entity or person in its sole discretion, and Company shall have no rights or recourse against mTLD and/or Registrar relating to the registration or use of the Domain Name and/or Registration Code by any other such entity or person.
5. .AERO. With respect to any registration of a .AERO domain name, you agree to the following terms:
- a. Registrar's agency

The Registrar acts as agent for the Registry Operator and the Sponsor for the sole purpose, and only to the extent necessary, to enable the Registry Operator and the Sponsor to receive the benefit of rights and covenants conferred on each of them under this agreement.
 - b. Terminology
 - i. Domain name means the .aero domain name registered by the Registrant.
 - ii. Policy means the .aero Domain Name Management policy, which can be viewed at <http://www.information.aero/index.php?id=15>.
 - iii. Registrant means an applicant for, or licensee of, a domain name.
 - iv. Registrar means StartLogic.
 - v. Registry Operator means SITA Information Networking Computing BV, a Netherlands corporation with its place of business at Heathrowstraat (Sloterdijk), 1043Ch Amsterdam, The Netherlands, the person responsible for administering the .aero domain name registry.

vi. Sponsor means Societe Internationale de Telecommunications Aeronautiques, a Belgian co-operative corporation registered with the Belgian Registrar of companies number B 217.548., the Sponsor of the .aero domain name.

c. Warranty

Registrant warrants that:

- i. to the best of Registrant's knowledge and belief, neither its registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party; and
- ii. the domain name complies with the Policy. Breach of this warranty will constitute a material breach of this Registration Agreement.

d. Provision of registration data

As part of the registration process, Registrant is required to provide certain information and agrees to update this information to keep it current, complete and accurate. This information includes:

- i. Registrant's full name, postal address, email address, voice telephone number, and fax number if available;
- ii. the name of an authorized person for contact purposes in the case of a Registrant that is an organization, association, or corporation;
- iii. the names of the primary nameserver and any secondary nameserver(s) for the domain name;
- iv. the full name, postal address, email address, voice telephone number, and fax number if available of the technical contact for the domain name;
- v. the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name; and
- vi. the name, postal address, email address, voice telephone number, and fax number if available of the billing contact for the domain name.

e. Inaccurate or unreliable data

Registrar represents and warrants that the data provided in the domain name registration application is true, correct, up to date and complete and that Registrant will continue to keep all the information provided up to date. Registrant's willful failure promptly to update information provided, or any failure to respond for over 15 calendar days to inquiries by the Registrar, the Registry Operator and the Sponsor addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through the Registrant, shall constitute a breach of this agreement and be a basis for cancellation of the domain name.

f. Use of information

Registrant acknowledges that information provided by the Registrant will be:

- i. transmitted to the Registry Operator for registry use;
- ii. publicly available as required by ICANN; and
- iii. used by the Registrar, the Registry Operator and the Sponsor for inclusion in registers and data bases produced by them or their licensees.

g. Correction of data

Registrant may access data provided and rectify any incorrect data relating to Registrant through a login and password provided by Registrar (if available) or by making requests to Registrar's customer support group.

h. Consent

Registrant consents to the use of the information provided by it for the purposes set out in clause 6. If Registrant does not consent to the use of the information for the purposes set out in clause 6(c), then the Registrant must provide non consent verification stating the name and address of the Registrant and signed by an appropriate authorized individual. This must be sent to StartLogic, 10 Corporate Drive, Suite 300, Burlington, MA 01803, Attn: Legal Department.

i. Notice to third parties

- i. it has provided, or will provide, to each third party individual whose personal details the Registrant has provided to Registrar, the same information about use of those details as set out in clauses 6, 7 and 8; and
- ii. each third party individually has consented to use of their personal data for the purposes set out in this agreement.

j. Use of information

The Registrar, the Registry Operator and the Sponsor will not process information in a manner incompatible with the purposes and limitations set out in clauses 6 and 7 of the Registrar Registration Agreement.

k. Reasonable precautions

The Registrar, the Registry Operator and the Sponsor will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.

l. Limitation of liability

To the extent permitted by law, Registrant agrees that neither the Registrar, the Registry Operator and the Sponsor have any liability to the Registrant or the Registrant's agent for any loss Registrant may incur in connection with the processing of this agreement, the processing of any pre-registration application or application for a domain name, the processing of any authorized modification to the domain name's record during the covered registration period, or the failure by the Registrant's agent to pay a pre-registration or registration fee or renewal fee, or as a result of the application of the provisions of the relevant domain name dispute policy.

m. Suspension, cancellation, transfer

Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by the Registrar or the Sponsor pursuant to any Sponsor or ICANN adopted specification or policy, or pursuant to any Registrar or registry procedure not inconsistent with an ICANN adopted specification or policy:

- i. to correct mistakes by Registrar, the Registry Operator or the Sponsor in registering the domain name; and
- ii. for the resolution of disputes concerning the domain name

n. Indemnity

The Registrant agrees to indemnify, keep indemnified and hold the Registrar, the Registry Operator, the Sponsor and their directors, officers, employees and agents harmless from and against all and any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or relating to Registrant's domain name registration or pre-registration, or to the Registrant's use of the domain name.

o. Submission to jurisdiction

For the adjudication of disputes concerning or arising from the use of the domain name, the Registrant submits, without prejudice to other potentially applicable jurisdictions, to the jurisdictions of the courts of:

- i. the Registrant's domicile; and
- ii. the place where the Sponsor is located.

p. Domain name license

Domain Names will be registered to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified shall, in the absence of extenuating circumstances, result in cancellation of the registration. The domain name is personal to the Registrant, and the Registrant may not transfer or license the domain name to any other person.

q. Changes to the Domain Name Management Policy

The Registrant acknowledges that the Policy is expected to evolve. Changes in the Policy may result in cancellation or non-renewal of the registration or a change of terms under which the registration may be maintained.

r. Registration Agreement with policies

Registrant acknowledges that it has 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 incorporated and made an integral part of this agreement:

- i. Uniform Domain Name Dispute Resolution Policy ("UDRP"). The UDRP applies to challenges to a registered domain name on the grounds that the domain name is identical with or confusingly similar to a trademark in which the complainant has rights, and can be viewed at <http://www.icann.org/dndr/udrp/policy.htm>;
- ii. Charter Eligibility Dispute Resolution Policy ("CEDRP"). The CEDRP applies to challenges to registered domain names on the grounds that the Registrant set forth in the Sponsored TLD Charter, which can be viewed at <http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-att12-13oct01.htm>.
- iii. Rules for Charter Eligibility Dispute Resolution Policy may be viewed at http://www.information.aero/registration/policies/cedrp_rules

s. Breach

Registrant agrees that failure to abide by any provision of this agreement or any relevant domain name dispute policy may be considered by Registrar or the Sponsor as a material breach and that Registrar or the Sponsor may provide a notice describing the breach to the Registrant. If, within 30 days of the date of the notice, the Registrant fails to provide evidence, which is reasonably satisfactory to the Registrar or the Sponsor (as the case may be) that it has not breached its obligations, then Registrar or the Sponsor may delete Registrant's registration of the domain name. Any such breach by a Registrant shall not be taken to be excused simply because the Registrar or the Sponsor did not act earlier in response to that, or any other, breach by the Registrant. Notice may be given by mail, facsimile, email or other electronic means.

6. With respect to any registration of a .COOP domain name, you agree to the following terms:

- a. You hereby enter into and agree to be bound by the terms and conditions of the Registration Agreement between DotCooperation LLC located at the following URL:
<http://www.nic.coop/Downloads/>.

7. .ASIA -- Should you seek to register a .ASIA top level domain, you must agree to be bound by the following terms:

a. Definitions:

- i. "Applicant" means a natural person or legal entity seeking to use the services of the Registrar and/or Pool to become a Registrant of a .asia domain name, and the Applicant Party to this Registration Agreement.
- ii. "Participant" means a natural person or legal entity whose name appears on the Registry qualified Auction list, and being the Applicant, or the Applicant's agent (e.g., the OPN Contact as defined by the Registry and/or the Registrar acting as agent for the Applicant), and who actively participates in the Auction.
- iii. "Pool.com" means Pool.com, Inc., a Canadian corporation with offices at 26 Auriga Dr. Ottawa, ON, Canada, K2E 8B7, which will process the auction of .ASIA TLDs in conjunction with the Registry ("Auction").
- iv. "Registered Name Holder" means the holder of a registered domain name and for the context of the .ASIA Registry, in consideration and in compliance with the Charter Eligibility Requirement Policy, the Registered
- v. "Registrar" means StartLogic
- vi. "Registry" and "DotAsia" means DotAsia Organization, Ltd.
- vii. "Registry Services Provider" means Afiliis Limited, a company incorporated under the laws of Ireland and having its principle offices at Office 110, 52 Broomhill Road, Tallaght, Dublin 24, its successors and assigns as delegated by DotAsia.

- b. You hereby agree to indemnify, to the maximum extent permitted by law, defend and hold harmless DotAsia, Registry Services Provider, and their directors, officers, employees 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 the Registered Name Holder's domain name registration and or use.
- c. You hereby agree to the ICANN requirements, standards, policies, procedures, and practices for which the .ASIA registry has monitoring responsibility in according with the Registry Registration Agreement or other arrangement with ICANN.

- d. You hereby agree to adhere to the operational standards, policies, procedures, and practices for the .ASIA Registry established from time to time by DotAsia in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Registration Agreement shall be effective upon thirty (30) days' notice by DotAsia to Registrar.
- e. Notwithstanding anything in this Registration Agreement to the contrary, DotAsia Organization Limited ("DotAsia"), the Registry Operator of the .ASIA TLD, is and shall be an intended third-party beneficiary of this Registration Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of DotAsia have vested and that DotAsia has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to StartLogic being a registrar for the .ASIA TLD. Additionally, the third-party beneficiary rights of DotAsia shall survive any termination or expiration of this Registration Agreement.
- f. You hereby consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by DotAsia and its designees and agents in a manner consistent with the purposes specified pursuant to the Registry-Registrar Registration Agreement and with relevant mandatory local data protection, laws, and privacy.
- g. You hereby agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") (<http://www.icann.org/udrp/>).
- h. You hereby agree to immediately correct and update the registrant's information for the Registered Name during the registration term for the Registered Name.
- i. You hereby agree to submit to proceedings commenced under ICANN's Charter Eligibility Dispute Resolution Policy ("CEDRP") (<http://www.icann.org/udrp/cedrp-rules.html>).
- j. You hereby acknowledge and agree to comply with the .ASIA Charter Eligibility Requirement, including the following provision: "The Registrant Contact represents and warrants that it has made known to the Charter Eligibility Declaration Contact (CED Contact), and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be defined as the Registered Name Holder, and that it shall be jointly responsible for the Registered Name in the event of a dispute or a challenge over the Registered Name Holder's legal entitlement to or the ownership of the Registered Name. The CED Contact shall be bound by the provisions in the Dot Asia Organization Limited's .ASIA Charter Eligibility Requirement Policy published from time to time.

Registered Name Holder acting as Registrant Contact agrees that it has obtained an agreement from the CED Contact that the Registrant Contact shall remain the Operating Contact for all operations of the domain, including but not limited to domain transfer and updates."

- k. You hereby agree to be bound by the terms and conditions in the initial launch and general operations of the Registry TLD, including without limitation the Start-Up Policies (as set forth by DotAsia at <http://policies.registry.asia>) where such terms and conditions include the submission to a binding arbitration for disputes arising from the Start-Up process or any allocation of domain names.
- l. You hereby agree that DotAsia and Registry Services Provider, acting in consent with DotAsia, reserve the right to deny, cancel or transfer any registration that they deem necessary, in their sole discretion:
 - i. to protect the integrity, security, and stability of the registry;
 - ii. to comply with all appropriate laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process;
 - iii. to avoid any liability, civil or criminal, on the part of DotAsia as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders;
 - iv. for violations of the terms and conditions herein; or
 - v. to correct mistakes made by DotAsia, the Registry Services Provider, or any registrar in connection with a domain name registration. DotAsia also reserves the right to freeze a Registered Name such as placing a domain name on hold, lock, or other status during the resolution of a dispute.
- m. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by DotAsia from time to time in the Registry Policies, including but not limited to expedited processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts, or other competent claimants in the purpose of upholding the stability, security, and integrity of the .ASIA Registry.
- n. Applicant agrees that any and all actions taken by the Participant are actions taken on the Applicant's behalf, and with its full authority, and it ratifies any and all such actions.
- o. Applicant and Registrar acknowledge and agree that this Registration Agreement is intended to be for the benefit of Pool and the Registry. For the avoidance of doubt, Applicant and Registrar acknowledge and agree that this Registration Agreement in no fashion binds or obligates Pool or the Registry.

- p. **DISCLAIMER OF WARRANTY RELATING TO POOL.** APPLICANT ACKNOWLEDGES AND AGREES THAT THE POOL SERVICES ARE PROVIDED "AS IS," AND THAT POOL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY, NON-INFRINGEMENT OR EFFECTIVENESS OF SUCH POOL SERVICES OR THAT ANY OF SUCH POOL SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT DEFECTS HAVE OR WILL BE CORRECTED, OR THAT SUCH POOL SERVICES WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, POOL DISCLAIMS ALL WARRANTIES OF REASONABLE SKILL OR CARE. IN NO EVENT WILL POOL BE LIABLE TO REGISTRAR OR PARTICIPANT FOR ANY FAILURE, DISRUPTION, DOWNTIME, INCORRECT LINKAGE OR OTHER NON-PERFORMANCE OF THE POOL SERVICES. POOL'S SOLE LIABILITY, AND REGISTRAR'S SOLE REMEDY, WITH RESPECT TO SUCH WARRANTY WILL BE POOL'S OBLIGATION TO CORRECT ERRORS WITH A LEVEL OF EFFORT COMMENSURATE WITH THE SEVERITY OF THE ERROR.
- q. **LIMITATION OF LIABILITY RELATING TO POOL.** IN NO EVENT WILL POOL'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FROM ANY CAUSE EXCEED \$ 100.00. IN ADDITION, IN NO EVENT WILL POOL, ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS), EVEN IF POOL, ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO POOL SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. POOL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING POOL SERVICES TO THE REGISTRAR OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT, INCLUDING DELAYS IN TRANSMISSION OF DATA.
- r. **INDEMNITY RELATING TO POOL.** Applicant will defend, indemnify and hold Pool, its officers, directors, employees, agents and successors harmless against any liability, or any litigation cost or expense (including reasonable attorneys' fees), arising out of acts or omissions of the Applicant's and/or the Registrar's agents or employees, breach of any provisions of this agreement, or operation of the Applicant's and/or Registrar's business. Pool will provide the Applicant and Registrar with written notice of such claim. Applicant will not enter into any settlement or compromise of any claim subject to indemnification under this clause, without Pool's prior written permission, which permission shall not be unreasonably withheld or delayed.
8. **.ME -- Should you seek to register a .ME top level domain, you must agree to be bound by the following terms:**
- You shall comply with all registry policies and all other standards, policies, procedures, and practices which the Montenegrin government requires the .me registry to implement in accordance with the Registry Registration Agreement or otherwise.
 - You shall comply with all operational standards, policies, procedures, and practices for the .me registry system established from time to time by the .me registry.
 - You shall consent to the use, copying, distribution, publication, modification, and other processing of the registrant's personal data by the .me registry and its designees and agents in a manner consistent with the purposes of the .me Registry-Registrar Registration Agreement.
 - You shall submit to proceedings comments under any dispute policy implemented by the .me registry, including, without limitation, the Domain Name Dispute Resolution Policy ("DRP") referenced on the .me registry's website at www.domain.me.
 - You shall agree to be bound by the terms and conditions of the initial launch and general operation of the .me TLD, including, without limitation, the sunrise and land rush periods, and the corresponding dispute resolution policies.
 - You acknowledge the .me registry has no liability of any kind for any loss or liability resulting from the proceedings and processes related to the sunrise or land rush periods, including, without limitation: (a) the ability or inability to obtain a .me registered domain name during these periods; and (b) the results of any dispute procedures.
 - You acknowledge and agree that the .me registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain names(s) on registry lock, hold, or similar status, that it deems necessary, in its sole discretion to (b) to protect the integrity and stability of the registry; (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of the .me registry, as well as its owners, affiliates, subsidiaries, officers, directors, and employees for violations of any policies, terms, or conditions established by the .me registry, including, without limitation, the .me registry policies; and (d) to correct mistakes made by the .me registry or Registrar in

connection with a domain name registration. The .me registry also reserves the right to place a domain name on registry, lock, hold, or similar status during resolution of a dispute proceeding.

- h. You shall submit to proceedings commenced under other dispute policies as set forth by the .me registry from time to time, including, but not limited to, expedited processes for suspension of a domain name by claims brought by intellectual property right holders, Internet engineering and security experts or other competent claimants in the purpose of upholding the stability, security, and integrity of the .me registry system for the .me top level domain.
 - i. You hereby agree to indemnify, to the maximum extent permitted by law, defend and hold harmless doMEn, d.o.o., and its owners, subsidiaries, affiliates, subcontractors, and agents, and their respective directors, officers, employees, affiliates, and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and/or use.
9. .TEL -- Should you seek to register a .TEL top level domain, you must agree to be bound by the following additional terms:
- a. Definitions:
 - i. "Delegated Zone" means administrative units of the DNS as defined in RFC 1034. Delegated Zones are autonomous units of the Registry TLD name space that are under the control of a registrant, delegated to them and usually managed by a TelHosting Provider.
 - ii. "Domain Name Holder" means an individual, organization or company holding a domain name registration.
 - iii. "Personal Data" means personal data about any identified or identifiable natural person, and any data that is "Personal Data" for the purposes of the Data Protection Act 1998 (UK).
 - iv. "Registrar" means StartLogic
 - v. "Registry" and "Telnic" means Telnic Limited.
 - vi. "Registry TLD" means the .tel top level domain.
 - vii. "Resource Records" means a data element or set of data elements as defined in RFC 1034 that are stored in a Delegated Zone.
 - viii. "Services" means the delegate zone provisioning and DNS hosting services for domain names provide by Telnic.
 - ix. "Sponsoring Organization" means the entity responsible for the policies and deployment principles of the Registry TLD. As of October 6, 2008, the Sponsoring Organization is the Registry.
 - x. "Telhosting Provider" means a provider of Delegated Zone provisioning and DNS hosting service for Resource Records in the Registry TLD.
 - xi. "TLD Requirements" means the requirements, standards, policies and procedures for the Registry TLD that are adopted by the Registry and/or the Sponsoring Organization, as may be properly amended or modified from time to time.
 - b. Responsibility for Content. Domain Name Holder is solely and fully responsible for all information, data and text ("Content") provided in connection with the domain name. The Registrar, its service providers and designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content.
 - c. Use of Information. Domain Name Holder agrees to provide updated, current Content. If Domain Name Holder provides information about a third party or employer, Domain Name Holder hereby represents and warrants that it has (a) provided notice to that third party of the disclosure and use of that third party's information in connection with the domain name, and (b) obtain that third party's express consent to the disclosure and use of that third party's information. Domain Name Holder expressly consents to the use of the Content by Telnic and its service providers to provide the Services, to conduct analyses related to the Services, and as otherwise described in Telnic's posted privacy policy (<http://telnic.com/legal.html>).
 - d. Prohibited Activities Domain Name Holder will not use the Services or provide Content which could (a) violate any applicable local, state or national law, (b) give rise to criminal, civil or other liability to the Registrar, its service provider or designees, or (c) damage the reputation of the Registrar, its service provider or designees.
 - e. Reservation of Rights Registrar and/or its service providers reserve the right to withhold or suspend services as it deems necessary in its sole discretion: (a) to protect the integrity and stability of the Registry, (b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on their part.

- as well as on the part of their affiliates, subsidiaries, officers, directors, and employees; (d) for violations of this Registration Agreement, including, without limitation, the exhibits hereto; (e) to correct mistakes in connection with a domain name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the domain name in a manner contrary to the intended purpose of the Registry TLD. Registrar and/or its service providers also reserve the right to suspend the provision of the Services during resolution of a dispute.
- f. Representations and Warranties. By submitting a request for a domain name, Domain Name Holder represents and warrants that:
- i. to its knowledge, neither the Content nor the registration of the requested domain name infringes, or will infringe in the future, upon or otherwise violate the rights of any third party;
 - ii. it is not submitting the request for a domain name, nor does it intend to use the Content, for any unlawful purposes;
 - iii. it will not knowingly submit Content or use the domain name in violation of any applicable laws or regulations or of the rights of any third parties; and
 - iv. it will use the domain name in accordance and otherwise comply with the TLD Requirements.
- g. Communication with Domain Name Holder. Domain Name Holder hereby agrees that Telnic shall have the right to communicate directly with the Domain Name Holder in connection with any issue relating to a domain name and the Domain Name Holder's membership of the .tel community. The Domain Name Holder will respond promptly to such communications from Telnic and will resolve any errors in Content notified to the Domain Name Holder.
- h. Indemnification. Domain Name Holder hereby agrees to indemnify, to the maximum extent permitted by law, indemnify, defend and hold harmless Registry, its service providers, subcontractors and their respective directors, officers, employees, affiliates 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 the Domain Name Holder's domain name registration and or use. Such indemnification shall survive any termination or expiration of the Registration Agreement.
- i. Use of Personal Data. Domain Name Holder consents to the use, copying, distribution, publication, modification and other processing of Domain Name Holder's Personal Data by Registry, its service providers, subcontractors and agents in a manner consistent with Registry's posted privacy policy, Registry's WHOIS policy and all other purposes of collection notified to Registrar by Registry (<http://telnic.com/>).
- j. Domain Name Holder hereby agrees to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP") (<http://www.icann.org/udrp/>).
- k. Domain Name Holder hereby agrees to immediately correct and update the registration information for the domain name during the registration term of the domain name.
- l. Domain Name Holder hereby agrees to be bound by the policies relating to the initial launch of the Registry TLD, such as the Sunrise Policy (https://www.telnic.org/downloads/Sunrise_Policy.pdf), and will acknowledge that Registry has no liability of any kind for any loss or liability resulting from any such policies or requirements, 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.
- m. Domain Name Holder hereby agrees that use of the domain name shall comply with all applicable TLD requirements, including, but not limited to, the Acceptable Use Policy (<http://telnic.com/downloads/AUP.pdf>) and the Sunrise policy (https://www.telnic.org/downloads/Sunrise_Policy.pdf).
- n. Domain Name Holder hereby acknowledges and agrees that Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status, that it deems necessary, in its discretion: (a) to protect the integrity, security, and stability of the registry; (b) to comply with any appropriate laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (c) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, or employees; (d) per the terms of the Registration Agreement; (e) to correct mistakes made by Registry or Registrar in connection with a domain name registration; (f) to enforce the TLD Requirements; and (g) to prevent use of the domain name in a manner contrary to the intended purpose of the Registry TLD. Registry also reserves the right to lock, hold or place a similar status on a domain name during resolution of a dispute. Registry shall have no liability of any kind to Domain Name Holder, its customers, affiliates, service providers or any other party as a result of such denial, cancellation or transfer.
- o. Registry may communicate with the Domain Name Holder in connect with issues relating to a domain name and the Domain Name Holder's membership of the .tel community

p. Jurisdiction and Applicable Law. Domain Name Holder hereby agrees that any dispute, controversy or claim between the Domain Name Holder and Registry relating to a domain name or a request for a domain name, the Services, or any Content shall be subject to the laws of the State of Delaware, and the exclusive jurisdiction of the courts in New Castle County, Delaware. Domain Name Holder hereby agrees that any dispute, controversy or claim between the Domain Name Holder and the Telnic relating to a domain name or a request for a domain name or any Content shall be subject to the laws of England and Wales and the exclusive jurisdiction of the courts in England and Wales.

10. .CO -- Should you seek to register a .CO top level domain, you must agree to be bound by the following additional terms:

a. Definitions:

- i. "Administrator" means .CO Internet, S.A.S.
- ii. "Registrar" means StartLogic
- iii. "Registered Name" means a domain name within the .Co TLD, whether consisting of two, three or more levels (e.g. twolevel.co or three.levels.co), registered and/or maintained through the Registry System and about which data is maintained by or on behalf of Administrator in the Registry Database (whether or not such name appears in the .Co TLD zone file).
- iv. "Registrant" means the holder of a Registered Name.
- v. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the .Co TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.
- vi. "Registry System" means the registry system operated by or on behalf of Administrator for Registered Names in the .Co TLD, including, without limitation, the Registrar Toolkit, as well as any updates, modifications, enhancements and/or redesigns thereof that may be made from time to time.

b. You shall (within thirty days of demand) indemnify, defend and hold harmless Administrator, Registrar, and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses (including on appeal), arising out of or relating in any way to the Registrant's domain name registration, including, without limitation, the use, registration, extension, renewal, deletion, and/or transfer thereof and/or the violation of any applicable terms or conditions governing the registration. You shall not enter into any settlement or compromise of any such indemnifiable claim without Registrar's prior written consent, which consent shall not be unreasonably withheld and that this indemnification obligation survive the termination or expiration of the Registration Agreement for any reason.

c. You certify that, to the best of your knowledge, information or belief under penalty of fraud, the following is true:

- i. The data provided in the domain name registration application is true, correct, current and complete and Registrant will ensure that all such information is kept up to date;
- ii. Neither the registration nor the use of the requested domain name interferes with or infringes upon the lawful rights of any person;
- iii. The domain name has not been registered for and will not be used for any purpose that is fraudulent, illegitimate or otherwise in conflict with any applicable laws, rules, regulations, ordinances or decrees, including, without limitation for the submission of unsolicited bulk email, phishing, pharming use of botnets or malware, infringement of the legitimate trademark rights of others, or any other abusive practices; and
- iv. You have the full power and authority to enter into the Registration Agreement on behalf of the Registrant and will be responsible for any errors, falsifications or omissions of information.

d. You agree that the registration and exclusive and perpetual right of use and enjoyment for any Registered Name may be cancelled if Administrator or Registrar determines that you have provided information that is incorrect, false or inaccurate either in the initial registration process or in any subsequent communications or in the event you violates any of the terms of the Registration Agreement.

e. You agree to follow and be bound by all Administrator's policies (including, without limitation, the Administrator's privacy policy, and other policies shown at <http://www.cointernet.co>), as the same may be updated, modified or replaced from time to time, and to subject themselves to any dispute

resolution process for the resolution of disputes regarding Registered Names that may be adopted by Administrator, as the same may be updated, modified or replaced from time to time, including, but not limited to, any expedited processes for suspension of a domain name due to claims sought by intellectual property right holders.

- f. You agree that the domain name may be suspended, terminated, canceled or transferred in the interest of safeguarding compliance with Administrator's security or registration policies or as a result of a dispute resolution.
- g. You agree that all official contact, correspondence and/or other information sent from or on behalf of Registrar, Administrator or any other relevant official will be transmitted to the administrative contact information that appears in the Registry Database and that the designated administrative contact is authorized to receive all such communication and information.
- h. You consent and authorize Registrar and Administrator to publish the following information in the WHOIS database and elsewhere:
 - i. Names, addresses, telephone numbers and email addresses of the Registrant and Registrant's designated administrative contact.
 - ii. Name, address, telephone number and email address of the Registrant's technical contact.
 - iii. Dates related to the creation, last update and expiration of the Registered Name.
- i. You agree that all disputes, claims or controversies regarding the registration, ownership, use, transfer, assignment, loss, cancellation, or suspension of any Registered Name or otherwise relating to the .Co TLD between Registrant and Administrator shall be governed exclusively by the laws of Colombia and that any such disputes, claims or controversies shall be brought and heard exclusively in the courts located in Bogotá, Colombia.
- j. You agree to assume all responsibility and liability arising out of any assignment by Registrant of the Registered Name, including, without limitation, with respect to any users, clients, customers, licensees or other persons who may be using any sub-domain of the Registered Name or any Website associated with the Registered Name.
- k. You agree that neither Registrar's acceptance of the Applicant's registration request nor the actual registration of any Registered Domain shall be deemed an indication that Administrator, Registrar or the Colombian Government has made any determination regarding the legality of the registration, the extent to which Registrant's registration and exclusive and perpetual right of use and enjoyment of the Registered Name may violate any applicable laws, rules, regulations, policies, procedures, ordinances or decrees or infringe on the rights of any other person, and that neither Administrator, Registrar nor the Colombian Government shall have any liability or responsibility arising therefrom.
- l. You agree that Registrant shall be bound by the terms and conditions of the initial launch and general operation of the .Co TLD, including without limitation the Sunrise and Landrush periods, and the corresponding dispute resolution policies, and that Administrator shall have no liability of any kind for any loss or liability resulting from (a) the ability or inability of an Applicant to obtain a Registered Name during these periods, or (b) the results of any dispute procedures.
- m. Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the Uniform Domain Name Dispute Resolution Policy adopted by ICANN, available at <http://www.icann.org/en/udrp/udrp-policy-24oct99.htm> (the "UDRP"), as the same may be amended from time to time and which is hereby incorporated and made an integral part of this Registration Agreement.
- n. You agree that Administrator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry and/or the Registry System; (2) to comply with any applicable laws, rules, regulations, policies, procedures, ordinances or decrees of any government, governmental agency or quasi governmental agency (including, without limitation, those of the Colombian Government) or any requirements and/or requests of law enforcement authorities, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Administrator, as well as its affiliates and subsidiaries, and their respective owners, officers, directors, managers, employees, agents, contractors and service providers; (4) for violations of this Registration Agreement; or (5) to correct mistakes made by Administrator or any registrar in connection with a domain name registration. Administrator also reserves the right to lock or place on hold a domain name during resolution of a dispute.
- o. You must provide the following minimum registration information:
 - i. Domain name registered;
 - ii. IP address and corresponding names of the primary and secondary name servers for the Registered Name;
 - iii. Original creation date and term of the registration;

- iv. Name, postal address, email address, voice telephone number, and (where available) fax number of the Registrant of the Registered Name;
 - v. Name, postal address, email address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and
 - vi. Name, postal address, email address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.
11. **.CA - Should you seek to register a .CA top level domain, you must agree to be bound by the following additional terms. In the event that any term in this Registration Agreement conflicts with CIRA's Registrant Agreement, CIRA's Registrant Agreement shall apply to any and all .CA domain registrations.**
- a. Definitions. The following definitions apply to this Section 11:
 - i. "Registrant Registration Agreement" shall mean CIRA's Registration Agreement.
 - ii. "Registrar," "National CA Domains," "we," or "us" shall mean National CA Domains, Ltd., a wholly-owned subsidiary of Dotster, Inc., and a certified registrar of .CA domains by CIRA pursuant to the Registrar Registration Agreement entered into between National CA Domains and CIRA ("Registrar Registration Agreement").
 - iii. "Registry," "Registry Operator," or "CIRA" shall mean Canadian Internet Registration Authority, the not-for-profit organization that manages the .CA domain space.
 - iv. Capitalized terms used in this Section 11 but not defined shall have the meaning as set out in the Registration Agreement or Registrar Registration Agreement.
 - b. CA Domain Name Registration Information and Its Use.
 - i. You acknowledge and agree that you are required to submit to National CA Domains and keep updated the following information in connection with your application for .CA domain name registration:
 - 1. the .CA domain name to be registered;
 - 2. the .CA domain name holder's name and mailing address;
 - 3. the name, mailing address, email address, telephone number, and fax number of the Administrative Contact for the .CA domain name;
 - 4. the name, mailing address, email address, telephone number, and fax number of the billing contact for the .CA domain name; and
 - 5. Canadian presence qualification as required by CIRA's Canadian Presence Requirements for Registrants.
 - ii. Obligations Relating to Provided Data. If, in registering a .CA domain name, you provide information about a third party, you hereby represent that you have provided notice to and have obtained the express consent from the third party to the disclosure and use of the third party's information as set forth in this Registration Agreement.
 - iii. Disclosure and Use of Registration Information. You agree to authorize National CA Domains to provide any information to CIRA and any other third parties as applicable laws may require or permit. You acknowledge and agree that National CA Domains may make publicly available, or directly available to third-party vendors, some or all of the .CA domain registration information provided by you, for purposes of inspection such as through National CA Domains' WHOIS service, for targeted marketing, or for any other purpose as required or permitted by CIRA and/or applicable laws.
 - iv. We will not process any data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purpose and limitations described in this Registration Agreement or in our Privacy Policy. We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information. We will have no liability to you or any third party to the extent such reasonable precautions are taken.
 - v. You acknowledge and agree that CIRA may establish guidelines, limits, and/or requirements that relate to the amount and type of information that National CA Domains may or must make available to the public or to private entities, and the manner in which such information is made available.
 - c. CIRA Policy.

i. You agree that:

1. Your registration of a .CA domain name shall be subject to suspension, cancellation, or transfer pursuant to any CIRA-adopted policy, or pursuant to any Registrar or Registry procedure not inconsistent with a CIRA-adopted policy, (1) to correct mistakes by Registrar or Registry in registering the name, or (2) for the resolution of disputes concerning a .CA domain name.
2. CIRA may, at its option, extend any period for the registration of a .CA domain name at no charge to Registrar or you for such further period of time as CIRA may determine, in its sole discretion.
3. CIRA shall not be liable to you for:
 1. any loss, damage, or expense arising out of CIRA's failure or refusal to register a .CA domain name;
 2. CIRA's failure or refusal to renew a .CA domain name;
 3. CIRA's registration of a .CA domain name;
 4. CIRA's failure or refusal to renew a .CA domain name;
 5. CIRA's renewal of a .CA domain name;
 6. CIRA's failure or refusal to transfer a .CA domain name;
 7. CIRA's transfer of a .CA domain name;
 8. CIRA's failure or refusal to maintain or modify a .CA domain name;
 9. CIRA's maintenance of a .CA domain name;
 10. CIRA's modification of a .CA domain name;
 11. CIRA's failure to cancel a .CA domain name; or
 12. CIRA's cancellation of a .CA domain name from the Registry.
4. In no event shall you pursue any claim against CIRA, and in no event shall CIRA be liable to you, for any direct, indirect, special, punitive, exemplary, or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third-party damages or arising from any breach by Registrar of its obligations under any agreement between Registrar and you, or the Registrar Registration Agreement.
5. Registration of your selected .CA domain name in its first application to CIRA shall not be effective until you have entered into and agree to be bound by CIRA's Registration Agreement.
6. We shall immediately give notice to you in the event that we are no longer a CIRA certified registrar, have had our certification as a CIRA certified registrar suspended or terminated, or the Registrar Registration Agreement is terminated or expires. CIRA may post notice of such suspension, termination, or expiry on its website and may, if CIRA deems appropriate, give notice to you thereof.
7. In the event that we are no longer a CIRA certified registrar, have had our certification as a CIRA certified registrar suspended or terminated, or in the event the Registrar Registration Agreement is terminated or expires, you shall be responsible for changing your registrar of record to a new CIRA certified registrar within 30 days of the earlier of notice thereof being given to the you by (i) us or (ii) CIRA in accordance with CIRA's then-current General Registration Rules; provided, however, that if any of your domain name registration(s) is scheduled to expire within 30 days of the giving of such notice, you shall have 30 days from the anniversary date of the registration(s) to register with a new CIRA certified registrar and to renew such domain name registration(s) in accordance with then-current General Registration Rules.
8. You shall not, directly or indirectly, through registration or use of your .CA domain name or otherwise (i) violate or contribute to the violation of the intellectual property rights or other rights of any other person; (ii) defame or contribute to the defamation of any other person; or (iii) unlawfully discriminate or contribute to the unlawful discrimination of any other person.
9. National CA Domains and CIRA shall not be responsible in any way whatsoever:
 1. for the use of any .CA domain name in the Registry; and

2. for any conflict or dispute with or any actual or threatened claim against us or you, including one relating to a registered or unregistered trade-mark, a corporate, business or other trade-name, rights relating to a name or other identifying indicium of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other person.

10. You agree that we may amend this Registration Agreement at any time, with or without notice to you, to reflect any amendments to the Registrar Registration Agreement or any other rules, policies, or guidelines established by the Registry.

11. You acknowledge that registration of a .CA domain name does not create any proprietary right for you, us or any other person in the name used as a .CA domain name or the domain name registration and that the entry of a .CA domain name in the Registry or in the "WHOIS" look up system of the Registry shall not be construed as evidence or ownership of the registered .CA domain name. You shall not in any way transfer or purport to transfer a proprietary right in any .CA domain name registration, or grant or purport to grant, as security or in any other manner encumber or purport to encumber a .CA domain name registration.

d. CIRA Dispute Policy.

- i. In the event of any dispute with respect to your registered .CA domain name, you agree to be bound by the CIRA Domain Name Dispute Resolution Policy ("CIRA Dispute Policy"), as it may be amended from time to time, which is hereby incorporated and made a part of this Registration Agreement by reference.
- ii. You agree that, if the registration of your .CA domain name is challenged by a third party, you will be subject to the provisions specified in the CIRA Dispute Policy in effect at the time of the dispute.
- iii. You agree that, in the event a domain name dispute arises with any third party, you shall indemnify and hold Registrar harmless pursuant to the terms and conditions contained in the CIRA Dispute Policy.

e. Transfer of Ownership.

- i. National CA Domains will consider the entity named as the Administrative Contact for the .CA domain name at the time the controlling user name and password are secured as the agent of that domain name. In accordance with CIRA policy, a domain name's registrar and agent cannot be changed until at least 60 days after initial registration. You agree that, prior to the effectiveness of any transfer of ownership of your domain name to another person or entity, you will pay National CA Domains the then-current amount set forth by National CA Domains for the transfer of ownership of a domain name. You further agree that as a condition of any such transfer of ownership of your domain name, the entity to which you seek to transfer your domain name (the "Transferee") shall agree in writing to be bound by all terms and conditions of this Registration Agreement. Your domain name will not be transferred until we receive such written assurances, and actual payment of the transfer fee, or reasonable assurance of payment of the transfer fee from a third party (such reasonable assurance as determined by National CA Domains in its sole discretion). You acknowledge and agree that if you attempt to transfer your domain name registration without paying National CA Domains the then-current amount set by National CA Domains for the transfer of ownership of a domain name, or if the entity to which you seek to transfer your domain name fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain name registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain name.

f. Miscellaneous.

- i. You agree that National CA Domains is not liable or responsible for any errors, omissions, or other actions by CIRA arising out of or related to your application or receipt of, or failure to receive, a .CA domain name registration. You further agree to indemnify, defend and hold harmless the administrators, directors, officers, employees, and agents of National CA Domains and of CIRA from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your .CA domain name registration.
- ii. You acknowledge and agree that National CA Domains cannot guarantee that you will obtain a desired .CA domain name registration, even if an inquiry indicates that domain name is available, since National CA Domains cannot know with certainty whether or not an

application for a domain name which you are seeking is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the .CA domain name registration process or related databases maintained by CIRA.

- iii. You acknowledge and agree that National CA Domains does not check to see whether the .CA domain name you select, or the use you make of the domain name, infringes the legal rights of others. We urge you to investigate whether the .CA domain name you select, or its use, infringes the legal rights of others, and in particular we suggest you seek advice of competent counsel.
 - iv. You acknowledge and agree that National CA Domains may be ordered by a court or administrative agency to cancel, modify, or transfer your domain name. You should also be aware that if we are sued or threatened with lawsuit in connection with your .CA domain name, we may turn to you to hold us harmless and to indemnify us.
 - v. You acknowledge and agree that any of the following actions shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your .CA domain name registration:
 - 1. willfully providing false or inaccurate information;
 - 2. willfully failing to update information promptly; or
 - 3. failing to respond to National CA Domains' inquiries concerning the accuracy of contact details within fifteen (15) calendar days of request.
 - vi. You hereby consent to any and all such disclosures and use of, and guidelines, limits, and restrictions on disclosure or use of information, updated from time to time and provided in connection with registration of a .CA domain name, whether during or after term of the registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of the .CA domain name registration information.
- 12. .XXX - Should you seek to register a .XXX top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section 12 conflicts with the Registration Agreement shown above, the terms of this Section 12 shall apply to any and all .XXX domain registrations.**
- a. Definitions. The following definitions apply to this Section 12:
 - i. "Registrar" refers to StartLogic.
 - ii. "Registry," "Registry Operator," and "ICM" refers to ICM Registry, LLC.
 - b. .XXX Domain Name Registration Requirements, Information, and Use.
 - i. You must be at least 18 years of age to register a .XXX domain.
 - ii. You attest that you qualify as a member of the Sponsored Community, as that is defined and enforced by ICM (see <http://www.icmregistry.com/about/sponsored-community/>).
 - iii. You agree and consent to the Registry-Registrant Registration Agreement displayed at <http://www.icmregistry.com/policies/registry-registrant-agreement/>.
 - iv. You understand and agree to indemnify, defend, and hold harmless ICM and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the registrant's domain name registration.
 - v. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which ICM has monitoring responsibility.
 - vi. You consent to use of, copying, distribution, publication, modification, and other processing of the registrant's personal data by ICM and its designees and agents in a manner consistent with the purposes specified in Section 2.6 of Registry-Registrar Registration Agreement.
 - vii. You agree to be bound by the terms and conditions of initial launch established by ICM, including without limitation Landrush, and further acknowledge ICM has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the Landrush period, including, without limitation your ability/inability to obtain a registered name during that period.
 - viii. You acknowledge and agree ICM 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 enforce ICANN requirements and ICM

policies; (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 ICM, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to enforce the terms of the registration agreement; or (5) to correct mistakes made by ICM or Registrar in connection with a domain registration. ICM also receives the right to place upon registry lock, hold, or similar status a domain name during dispute resolution.

- ix. You shall immediately notify ICM of any domain name owned or controlled by registrant where the website operated in connection with such domain name is the subject any of any cease, or has been ordered to cease or has actually ceased, operations due to the actions of a government agency related to illegal or illicit activity on such website.
- x. Notwithstanding anything in this Registration Agreement to the contrary, ICM Registry ("ICM"), the Registry Operator of the .xxx top-level domain, is and shall be an intended third-party beneficiary of this Registration Agreement, and the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of ICM have vested and that ICM has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to StartLogic, being a registrar for the .xxx top-level domain. The third-party beneficiary rights of ICM shall survive any termination or expiration of this Registration Agreement.

13. Should you seek to register a gTLD from a Donuts Inc. subsidiary registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Donuts Inc. subsidiary registry domain registrations. A non-exhaustive list of Donuts Inc. gTLDs (the "Registry TLDs") can be found [here](#).

- a. You consent to the published privacy policies of the Registry, available [here](#).
- b. You acknowledge and agree Registry 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 comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the registration agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- c. You acknowledge and agree that domain names are variably priced in the Donuts TLDs (i.e., some are Standard Names and others are Premium Names); click [here](#) for more information from the Registry. The non-uniform registration and renewal pricing means that a fee for one Donuts TLD may differ from another Donuts TLD.

14. Should you seek to register a gTLD from the Uniregistry Registry, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Uniregistry domain registrations. A non-exhaustive list of all Uniregistry gTLDs can be found [here](#)

- a. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to correct mistakes made by the Registry or any Registrar in connection with a domain name; (2) for the non-payment of fees by Registrar.
- b. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
- c. You agree to comply with all operational standards, policies, procedures and practices for the Registry as established from time to time.
- d. You agree to comply with Registry's Acceptable Use policies and Terms of Service published at the Registry's website (available [here](#)).
- e. You understand and agree that Registered Names allocated to Register Name Holders during any Registry sunrise period are non-transferrable for the first 10 years after registration.
- f. For the .SEXY TLD, the Registered Name Holder shall not permit content unsuitable for viewing by a minor from the main or top-level directory of a .SEXY domain name.

15. .MENU - Should you seek to register a .MENU top level domain ("Registry TLD") from Wedding TLD2, LLC ("Registry", you must agree to be bound by the following additional terms. In the event that a term in this

Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .MENU domain registrations.

- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - b. You agree to comply with the operational standards, policies, procedures and practices for the .MENU TLD as established by the Registry Operator, including without limitation the Registry Policies.
 - c. You agree to be bound by the terms and conditions of initial launch established by Registry, including without limitation land rush, and sunrise further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability/inability to obtain a registered name during that period.
 - d. You acknowledge and agree Registry 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 comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the registration agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - e. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for suspension of a domain name by claims sought by intellectual property right holders, Internet engineering and security experts, or other competent claimants in the purpose of upholding the stability, security, and integrity of the .MENU Registry.
 - f. Notwithstanding anything in this Registration Agreement to the contrary, Wedding TLD2, LLC, the Registry Operator of the .MENU TLD, is and shall be an intended third-party beneficiary of this Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of Wedding TLD2, LLC have vested and that Wedding TLD2, LLC has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to Registrar being a registrar for the .MENU TLD. Additionally, the third-party beneficiary rights of Wedding TLD2, LLC shall survive any termination of this Registration Agreement.
16. .UNO - Should you seek to register a .UNO top level domain ("Registry TLD") from Dot Latin, LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .UNO domain registrations.
- a. You acknowledge and agree Registry 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, as it deems necessary, in its unlimited and sole discretion: (a) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (b) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration, or (c) for the non-payment of fees to Registry.
 - b. You agree to comply with Registry's Acceptable Use policies, Terms of Service, if any, operational standards, policies, procedures and practices, and Registry policies as they may be instituted or updated from time to time and published on the Registry website ([here](#)) specific to the Registry TLD for the domain name.
 - c. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - d. You, as the Registrant, acknowledge having read and understood and agree 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/en/help/dndr/udrp/policy>;
 - ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
 - iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

17. **.BUZZ** - Should you seek to register a **.BUZZ** top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all **.BUZZ** domain registrations.
- a. You acknowledge and agree DotStrategy, Co. (the "Registry") 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, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.
 - b. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry system, the timestamp shown in the Registry system records shall prevail.
 - c. You agree to comply with Registry's Acceptable Use policies, and Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, [here](#).
 - d. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
18. **.CLUB** - Should you seek to register a **.CLUB** top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all **.CLUB** domain registrations.
- a. You acknowledge and agree **.CLUB** Domains LLC (the "Registry") 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, to correct mistakes made by Registry or any Registrar in connection with a domain name registration; or for the non-payment of fees to Registry.
 - b. You agree to comply with Registry's Acceptable Use policies, Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, [here](#).
 - c. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
19. **.LUXURY** - Should you seek to register a **.LUXURY** top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all **.LUXURY** domain registrations.
- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - b. You agree to comply with the operational standards, policies, procedures and practices for the **.LUXURY** TLD as established by Luxury Partners, LLC (the "Registry") or any appointed registry operator, including without limitation the Registry Policies, which may be available [here](#).
 - c. You agree to be bound by the terms and conditions of the initial launch established by Registry, including without limitation the land rush and sunrise periods, and the Start-Up Policies, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.
 - d. You acknowledge and agree Registry 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 comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry maintains with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - e. You hereby agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for the suspension of a domain name pursuant to claims made by intellectual property right holders, Internet engineering and security experts, or other competent claimants for the purpose of upholding the stability, security, and integrity of the **.LUXURY** Registry.
 - f. Notwithstanding anything in this Registration Agreement to the contrary, Luxury Partners, LLC, the Registry Operator of the **.LUXURY** TLD, is and shall be an intended third-party beneficiary of this

Registration Agreement. As such, the parties to this Registration Agreement acknowledge and agree that the third-party beneficiary rights of Luxury Partners, LLC have vested and that Luxury Partners, LLC has relied on its third-party beneficiary rights under this Registration Agreement in agreeing to the registrar of record being a registrar for the .LUXURY TLD. Additionally, the third-party beneficiary rights of Luxury Partners, LLC shall survive any termination of this Registration Agreement.

20. .BUILD - Should you seek to register a .BUILD TLD, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BUILD domain registrations.

- a. You acknowledge and agree Plan Bee, LLC (the "Registry") 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, as it deems necessary, in its unlimited and sole discretion: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to correct mistakes made by Registry or any Registrar in connection with a domain name registration, or (iii) for the non-payment of fees to Registry.
- b. You agree to comply with Registry's Acceptable Use policies, and Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, [here](#).
- c. You agree to be bound by the terms and conditions of initial launch established by Registry, available [here](#), including without limitation land rush and sunrise periods, and further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise periods, including, without limitation your ability/inability to obtain a registered name during that period.
- d. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

21. .GIFT - Should you seek to register a .GIFT TLD, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .GIFT domain registrations.

- a. You acknowledge and agree that Dot Gift, LLC ("Registry") and/or Uniregistry, Corp. ("Registry Operator") 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, deemed necessary in their discretion, to correct mistakes made by Registry, Registry Operator, or any registrar of record in connection with a domain name registration; or for the non-payment of fees to Registry.
- b. You agree to comply with Registry's Acceptable Use Policy and Terms of Service, operational standards, policies, procedures and practices as they may be updated from time to time and published at the Registry's website, [here](#).
- c. You agree to be bound by the terms and conditions of initial launch established by Registry, available [here](#), including without limitation land rush and sunrise periods, and further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise periods, including, without limitation your ability/inability to obtain a registered name during that period.
- d. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
- e. You understand and agree that domain names allocated during any Registry or Registry Operator sunrise period are non-transferrable for the first ten (10) years after registration.

22. Should you seek to register a gTLD from the CentralNic Registry Operator ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all CentralNic domain registrations. A non-exhaustive list of CentralNic gTLDs can be found [here](#).

- a. You agree to 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 (if applicable), disclosure of data and financial regulations.
- b. You acknowledge and agree that Registry 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, as

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

- c. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
 - d. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
 - e. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry or Registry Operator has monitoring responsibility.
 - f. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry Operator, including without limitation the Registry policies, available [here](#).
23. Should you seek to register a gTLD from the Famous Four Media ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all domain registrations with Famous Four Media. A non-exhaustive list of Famous Four Media gTLDs (the "Registry TLD") can be found [here](#).
- a. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
 - b. You agree to the operational standards, policies, procedures, and practices for the Registry TLD (available [here](#)) as set forth in the Registry Agreement between the Registry Operator and ICANN, and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of registrar, and consistent with ICANN standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN, including, in particular, any acceptable use policy (available [here](#)), which delineates all the types of activity that define abuse and reserves the right of the Registry Operator to take appropriate action based on the type of abuse.
 - c. You agree to all permissions, authorizations and confirmations required from the Registered Name Holder or any other data subject which are reasonably required by the Registry Operator or registrar of record in order to comply with the terms of paragraph (b) immediately above.
24. Should you seek to register a gTLD from a United TLD Holdco Ltd. subsidiary registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all United TLD Holdco Ltd. subsidiary registry domain registrations. A non-exhaustive list of United TLD Holdco Ltd. subsidiary registry TLDs can be found [here](#).
- a. These Registration Terms and Conditions ("the Registration Terms") supplement, and are incorporated into, the agreement between you ("you"), a registrant, and the ICANN Accredited Registrar ("Registrar") that you use to register or reserve a name in the United TLD Top Level Domain (the "Registry TLD"). As between you and United TLD Holdco Ltd., (the "Registry" or "we"), in the event of any conflict between this Agreement Schedule and the terms of your agreement with Registrar (the "Registrar-Registrant Agreement"), these Registration Terms shall prevail. These additional terms may be found at the Registry's website [here](#).
 - i. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the Registry's Acceptable Use (Anti-Abuse) Policy.
 - ii. You acknowledge and agree to abide by all Registry Policies set forth on the Registry's website at <http://rightside.co/rightside-registry/policies/> (the "Registry Website"). 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.
 - iii. You agree to comply with all applicable ICANN requirements and policies found at www.icann.org/en/general/consensus-policies.htm.

- iv. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of date and financial disclosures.
- v. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.
- vi. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, 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 these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.
- vii. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's Privacy Policy, and incorporated by reference here. If you are submitting information 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.
- viii. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), and the Uniform Rapid Suspension System ("URS"), each as described on the ICANN 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 from any and all directly or indirect liability associated with such dispute resolution processes.
- ix. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.
- x. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:
 - 1. to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;
 - 2. to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;
 - 3. 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;
 - 4. 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, officers, directors, representatives, employees, contractors, and stockholders;
 - 5. to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;
 - 6. as otherwise provided herein.
- xi. The Registration Terms, 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 Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.
- xii. By agreeing to these Registration Terms and Conditions, you are: (1) Waiving claims that you might otherwise have against the Registry, its employees, affiliates and subsidiaries, and service providers, based on the law 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 Washington over any disputes or claims you have with the Registry, its affiliates and service providers; and (3) submitting yourself to the personal jurisdiction of courts located in the state of Washington for the purpose of resolving any such disputes or claims.
- xiii. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the

Registrar and these Registration Terms. 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.

- xiv. You acknowledge and agree that domain names in the Registry 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 domain names.
- xv. To the greatest extent permitted by law, the Registry, its affiliates and service providers, disclaim implied warranties that the Registry and all software, content and services distributed through the registry, its affiliates and service providers are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. The registry, its affiliates and service providers do not guarantee that any registry TLDs, 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 the United 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 a domain name in United TLDs (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 shall create a warranty regarding operations of the Registry or a domain name in a Registry TLD.
- xvi. 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 domain name in United 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 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 amount you paid to register a United TLD. 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 services that are the subject of the cause of action. You agree that the rights stated herein survive the termination of the Registrar's agreement with you.
- xvii. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, 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 these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the Registry Website, the terms posted on the Registry Website shall prevail.
- xviii. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the Acceptable Use (Anti-Abuse) Policy.
- xix. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.
- b. In addition to the Registration Terms above, you agree to comply with applicable rules and laws including those that relate to privacy, data collection, consumer protection, import/export of services and disclosure of data.
- c. If you choose to register a highly regulated TLD (currently .ATTORNEY, .DENTIST and .LAWYER), you agree to the following the additional terms:
 - i. You represent that you hold the appropriate applicable credentials and you agree to report any changes to these credentials. Changes to these credentials may be reported to compliance@startlogic-inc.com; and
 - ii. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business. This information may be submitted to compliance@startlogic-inc.com.
- d. If you choose to register a Military TLD from United TLD Holdco Ltd. (currently .AIRFORCE, .ARMY, .NAVY), you agree not to misrepresent or falsely imply that you or your business is affiliated with.

sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

25. **.KIWI - Should you seek to register a .KIWI top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .KIWI domain registrations.**

- a. You acknowledge and agree that Dot Kiwi Limited ("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 as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by Registry Operator or registrar of record in connection with a domain name registration; (3) if required by a URS, UDRP, DRS, or CRS proceeding; or (4) for the non-payment of fees to Registry Operator.
- b. You agree to comply with all Registry Operator policies set forth on the Registry Operator's website at <https://helio.kiwi/policies>.
- c. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), Dispute Resolution Service (DRS), Complaint Resolution Service (CRS), available here, and the Inter-Registrar Transfer Policy, available here, each in their most recent form and each as may be amended from time to time.

26. **.NYC - Should you seek to register a .NYC TLD from The City of New York ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .NYC domain registrations.**

- a. You agree to the .nyc Acceptable Use Policy, available here, which is hereby incorporated into this Registration Agreement by reference.
- b. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which Registry Operator has monitoring responsibility.
- c. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry Operator, including without limitation the following Registry policies:
 - i. .nyc Nexus Policy;
 - ii. .nyc Acceptable Use Policy;
 - iii. .nyc Proxy Registration Policy; and
 - iv. .nyc Web Site Privacy Policy.
- d. You agree that you are in compliance with all relevant Federal, New York State and New York City laws, including the tax requirements for conducting business via the Internet. Registrants may find more information about compliance with the City tax laws at the City of New York Department of Finance's website (currently at www.nyc.gov/finance).
- e. The Registrant 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/en/help/dndr/udrp/policy>;
 - ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
 - iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.
- f. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.

27. **Should you seek to register a gTLD from the GMO Registry, Inc. ("Registry"), including at present .NAGOYA, .TOKYO, and .YOKOHAMA, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .NAGOYA, .TOKYO, and .YOKOHAMA domain registrations.**

- a. You acknowledge and agree Registry 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 comply with any applicable ICANN rules or regulations, including without limitation, the Registry Agreement the Registry has with ICANN; (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (5) per the terms of the Registration Agreement; (6) following an occurrence of any of the prohibited activities; or (7) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold, or similar status a domain name during resolution of a dispute.

- b. You agree to be bound by the operational standards, policies, procedures and practices established by the Registry, including without limitation the Registry's policies, the terms and conditions of initial launch established by Registry, including without limitation, land rush and sunrise periods, available here, the Abusive Use Policy (available here), and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush, sunrise period, or other period associated with the initial launch of the Registry TLD, including, without limitation your ability/inability to obtain a registered name during that period.
 - c. You agree to comply with ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
28. **.QPON - Should you seek to register a .QPON top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .QPON ("Registry TLD") domain registrations.**

- a. You acknowledge and agree that dotCOOL Inc. (the "Registry") reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion: (i) to protect the integrity, security and stability of the Internet or Registry; (ii) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs) and/or to comply with any applicable laws, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry and Registry Service Provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders; (iv) for violations of this Registration Agreement; (v) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (vi) to ensure compliance with ICANN and/or Registry policies and/or procedures; and/or (vii) for the non-payment of fees to Registry. Registry also reserves the right to lock or place on hold a domain name during resolution of a dispute. Registry will notify registrar of any cancellations, locks, holds or transfers made by Registry to the registrar's domain name registrations, via email or other method as may be mutually agreed upon by the parties, within twenty four (24) hours of any change, unless otherwise required to by law.
- b. You shall comply with the operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement between the Registry and ICANN and as established from time to time by Registry in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN, and Registry's Acceptable Use policies and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website, available here.
- c. You shall comply with ICANN standards, policies, procedures, and practices for which Registry has responsibility in accordance with the Registry Agreement.
- d. You certify:
 - i. The data provided in the domain name registration application is true, correct, up to date and complete;
 - ii. The domain name registrant has the authority to enter into the Registration Agreement; and
 - iii. The domain name will not be used for 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 or deletion of the domain name registration.
- e. The Registrant 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/en/help/dndr/udrp/policy>;
 - ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
 - iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>
- f. Registry reserves the right to take immediate action to remove orphan glue records (as defined at <http://www.icann.org/en/committees/security/sac048.pdf>) when provided with evidence in written form that such records are present in connection with malicious conduct.
29. **.WIEN - Should you seek to register a .WIEN top level domain, you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .WIEN ("Registry TLD") domain registrations.**
- a. You acknowledge and agree that punkt.wien GmbH (the "Registry") reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion: (i) to protect the integrity, security and stability of the Internet or Registry; (ii) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs) and/or to comply with any applicable laws, government rules or requirements, requests of law enforcement or any other relevant authority or in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of Registry and Registry Service Provider and their affiliates, subsidiaries, subcontractors, officers, directors, employees and stockholders; (iv) for violations of this Registration Agreement; (v) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (vi) to ensure compliance with ICANN and/or Registry policies and/or procedures; and/or (vii) for the non-payment of fees to Registry. Registry also reserves the right to lock or place on hold a domain name during resolution of a dispute. Registry will notify registrar of any cancellations, locks, holds or transfers made by Registry to the registrar's domain name registrations, via email or other method as may be mutually agreed upon by the parties, within twenty four (24) hours of any change, unless otherwise required to by law.
 - b. You shall comply with the Registry's General Terms and Conditions, available [here](#), and all other Registry policies, including for land rush and sunrise periods, as they may be instituted or updated from time to time and published on the Registry website, available [here](#).
 - c. You shall comply with ICANN standards, policies, procedures, and practices for which Registry has responsibility in accordance with the Registry Agreement.
 - d. You understand and agree that the following persons are eligible for registration of a Registry TLD: any natural person, legal person, organization or association intending to show an economic, cultural, tourist, historical, social or other affinity with the Austrian federal capital: WIEN [Vienna]. No verification procedure will be carried out at the time of registration to verify whether you have the required interests in or relations to Vienna, but fulfillment of the nexus conditions can be reviewed by initiating alternative dispute resolution procedures ("Eligibility Requirements Dispute Resolution Policy", available [here](#)).
 - e. You hereby represent and warrant that:
 - i. You fulfill one of the general registration requirements and will inform the Registry via your registrar if and when you no longer fulfill those requirements;
 - ii. the application for domain registration is made in good faith and for a statutory purpose;
 - iii. the use of the domain will not be against public policy, will not violate accepted principles of morality (e.g. is not obscene or insulting) and will not be against the law;
 - iv. any email address you provide to us is a working email address;
 - v. the use of the domain will not infringe any third party's rights or breach any applicable laws or regulations, including the provision on non-discrimination on the basis of race, language, sex, religion or political views; and
 - vi. the use of the domain is NOT (a) in bad faith or (b) for an illegal purpose.
 - f. If any of these conditions in paragraph (e) immediately above are not fulfilled or if any of the prerequisites cease to be fulfilled at a later point in time, Registry may refuse to delegate the domain or revoke a delegation to you.

30. **.ARCHI** - Should you seek to register a **.ARCHI** TLD ("Registry TLD") from Starting Dot Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.ARCHI** domain registrations.

- a. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- b. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
- c. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension ("URS"), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available [here](#).
- d. You agree to **immediately** correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a Registered Name during these periods, and (2) the results of any dispute over a sunrise registration.
- f. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the **.ARCHI** Domain Name Policy available [here](#), and other Registry Policies available [here](#).
- g. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

31. **.BIO** - Should you seek to register a **.BIO** TLD ("Registry TLD") from Starting Dot Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.BIO** domain registrations.

- a. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- b. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
- c. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension ("URS"), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available [here](#).
- d. You agree to **immediately** correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period,

- including, without limitation; (1) the ability or inability of a registrant to obtain a Registered Name during these periods, and (2) the results of any dispute over a sunrise registration.
- f. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the .BIO Domain Name Policy available [here](#), and other Registry Policies available [here](#).
- g. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
32. **.SKI - Should you seek to register a .SKI TLD ("Registry TLD") from Starting Dot Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .SKI domain registrations.**
- a. You acknowledge and agree that the Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
- b. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
- c. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), the Uniform Rapid Suspension ("URS"), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry, available [here](#).
- d. You agree to **immediately** correct and update the Registration Information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a Registered Name during these periods, and (2) the results of any dispute over a sunrise registration.
- f. You acknowledge that you have received all Registry Policies, including those found in this Registration Agreement, the .SKI Domain Name Policy available [here](#), and other Registry Policies available [here](#).
- g. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
33. **Should you seek to register a gTLD from Top Level Domain Holdings Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all domain registrations from Registry. A non-exhaustive list of the gTLDs can be found [here](#) (each a "Registry TLD").**
- a. You acknowledge and agree that the Registry reserves the right to deny, cancel, block or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration; (3) if required by a URS, UDRP, CRS proceeding; (4) for the non-payment of fees to the Registry; or (5) in the event a domain is registered in contravention of the Registry's eligibility requirements.
- b. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
- c. You agree to the terms of the Registry's Registrant Agreement, which are incorporated into this Registration Agreement and can be found [here](#).

- d. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), and the Inter-Registrar Transfer Policy, each in their most recent form and each as may be amended from time to time.
 - e. You acknowledge and agree the Registry may reserve names from registration and/or release such names at any time.
 - f. You agree to comply with any ICANN standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
 - g. For the .ABOGADO TLD, you acknowledge and agree .ABOGADO is a limited-registration TLD. Registrations are restricted to legal professionals (e.g., lawyers, barristers, solicitors, law firms, and other practitioners of law) appropriately licensed to practice law by a recognized accredited body or authorized government authority. Following your application there will be a waiting period during which your eligibility will be confirmed. If registration is declined due to lack of eligibility, the registration fee will be returned. The verification fee, however, is non-refundable. Registrants are cautioned to ensure their eligibility prior to applying.
34. **.BEST** - Should you seek to register a .BEST TLD ("Registry TLD") from BESTTLD Pty Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BEST domain registrations.
- a. You agree to comply with the Registrant Agreement (available [here](#)) and Registry Policies (available [here](#)), operational standards, policies, procedures and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
 - b. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (UDRP), the Uniform Rapid Suspension (URS), Complaint Resolution Service (CRS), or any other dispute resolution mechanism imposed by ICANN and/or organized by Registry (available [here](#)).
 - c. You are obliged and required to ensure that your use of a domain name in the Registry TLD is at all times lawful and in accordance with the requirements of the Registry Policies and applicable laws and regulations, including those of the Registrant's country of residence and ICANN Consensus Policies, including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures.
 - d. If you collect and maintain sensitive health and financial data using a Registry TLD registration, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Where applicable, you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Registry TLD; material changes to the validity of such credentials must be reported to the Registry.
 - e. You must comply with any ICANN standards, policies, procedures, and practices for which Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
35. **.VEGAS** - Should you seek to register a .VEGAS TLD ("Registry TLD") from Dot Vegas, Inc. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .VEGAS domain registrations.
- a. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or Registry TLD, (available [here](#)) and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration

- period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
- c. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Dot Vegas (available [here](#)) in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Vegas, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement.
 - d. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - e. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.
36. **.GLOBAL** - Should you seek to register a .GLOBAL TLD ("Registry TLD") from Dot Global Domain Registry Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .GLOBAL domain registrations.
- a. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
 - c. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Dot Global Domain Registry Limited, and consistent with ICANN's standards, policies, procedures, and practices and the Registry Agreement. Additional or revised Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days' notice by Registry to Registrar.
 - d. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - e. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.
 - f. You agree that you have been provided with the Registry Policies (available [here](#)) including the Registry's Acceptable Use Policies (available [here](#)).
37. **.TV and .CC** - Should you seek to register a .tv or .cc TLD, you must agree to comply with the .tv and .cc Registry Policies, found [here](#).
38. Should you seek to register a gTLD from Radix FZC ("RO"), including at present .HOST, .PRESS, .SITE, .SPACE, .TECH and .WEBSITE, you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .HOST, .PRESS, .SITE, .SPACE, .TECH and .WEBSITE domain registrations.
- a. Definitions. The following definitions apply to this Section:
 - i. "Personal Data" refers to data about any identified or identifiable natural person
 - ii. "Premium Domain Name" refers to a domain name designated by the RO, in its sole discretion for non-standard pricing.
 - iii. "Registry Service Provider" refers to the registry service provider designated and contracted with the RO, or its assigns.
 - iv. "Registry System" refers to the multiple registrar system operated by RO or its Registry Service Provider for registration of Registered Names in the Included TLD.

- v. "Standard Domain Name" refers to the most common type of domain name made available by RO at standard pricing on a first-come, first-served basis in any Included TLD.
- b. You acknowledge and agree that RO reserves the absolute right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by RO or any registrar in connection with a domain name registration, (3) for the non-payment of fees to RO, (4) to protect the integrity and stability of the Registry System; (5) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (6) to avoid any liability, civil or criminal, on the part of RO, as well as its affiliates, subsidiaries, officers, directors, and employees.
- c. You agree to comply with all operational standards, procedures, practices and policies for the Included TLD including the Radix Acceptable Use and Anti-Abuse Policy ("AUP") and all other applicable policies which will be available on the Radix website (www.radixregistry.com), established from time to time by RO in a non-arbitrary manner and applicable to all registrars, including affiliates of RO, and consistent with ICANN's standards policies, procedures, and practices and RO's Registry Agreement with ICANN for the Included TLD. Additional or revised RO operational standards, policies, procedures, and practices for the Included TLD shall be effective upon ninety (90) days notice by RO to registrar unless mandated by ICANN with a shorter notice period.
- d. You agree to be bound by the terms and conditions of the initial launch of the Included TLD, including without limitation the sunrise period and the landrush period, the procedure and process for compliance with ICANN's rights protection mechanisms including the Trademark Clearing House requirements and any Sunrise Dispute Resolution Policy, and further to acknowledge that RO and/or its service providers have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the landrush period, 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. You further agree that Whois Privacy is not available during the landrush and sunrise periods.
- e. You agree to 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 (if applicable), disclosure of data and financial regulations.
- f. You acknowledge and agree that registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
- g. You warrant that no domain name registration within any Included TLD shall be used to distribute malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or other similar activity and providing consequences for such activities including suspension of the domain name. You consent to the use, copying, distribution, publication, modification and other processing of Registrant's Personal Data by RO and its designees and agents, including data escrow requirements as determined and amended by ICANN from time to time.
- h. You acknowledge and provide explicit approval with regards to RO's pricing and all fees including but not limited to registration, renewal and transfer of domain names.
- i. You expressly agree that registration and renewal fees for some domain names in an Included TLD are variable and shall differ from registration and renewal fees for other domain names within that Included TLD. This includes but is not limited to non-standard pricing for Premium Domain Name registration and renewal fees, which differs from the pricing of Standard Domain Names.
- j. You agree to indemnify, defend and hold harmless RO, RO's Registry Service Provider and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating in any way, for any reason whatsoever, to the Registered Name Holder's domain name registration, any breach of the Registration Agreement with registrar and any use of the domain name.
- k. You agree to comply with ICANN standards, policies, procedures, and practices for which RO has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN and operational standards, policies, procedures, and practices for the Included TLD established from time to time by RO in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of RO, and consistent with RO's Registry Agreement with ICANN, as applicable, upon RO's notification to registrar of the establishment of those terms and conditions.

39. **.LONDON** - Should you seek to register a **.LONDON** TLD ("Registry TLD") from Dot London Domains Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.LONDON** domain registrations.

- a. You consent to and agree to be bound by the **.LONDON** Registration Agreement, available [here](#)
- b. You acknowledge and agree that Registry 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 as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs), (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, or (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; and (5) for the non-payment of fees to the Registry.
- c. You agree to comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement. Unless shorter notice is deemed necessary by the Registry in exceptional circumstances, additional or revised operational requirements shall be effective upon ninety (90) days' notice by the Registry to the Registrar.
- d. You agree to comply with ICANN requirements, standards, policies, procedures, and practices for which the Registry has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- e. You agree that you have been provided with the Registry Policies (available [here](#)) including the Registry's Acceptable Use Policies (available [here](#)).
- f. You consent to and agree to be bound by all ICANN policies as may be adopted or amended from time to time, including Inter-Registrar Transfer Policy (available [here](#)) and Uniform Rapid Suspension (available [here](#)).

40. **.CAREER** - Should you seek to register a **.CAREER** TLD ("Registry TLD") from dotCareer LLC ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.CAREER** domain registrations.

- a. You agree that Registry Operator reserves the right, in its unlimited and sole discretion, to revoke, cancel, deny, transfer, suspend, terminate or otherwise modify the rights of a Registered Name Holder, including placing any domain name(s) on registry lock, hold or similar status, without any notice thereto: (1) in the event of non-compliance by the Registered Name Holder with any provision of the Registration Agreement, the **.CAREER** Registry-Registrant Agreement, specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct any mistakes made by Registry Operator, registrar of record or any third party in connection with a domain name registration; or (3) for the non-payment of any fees due to Registry Operator;
- b. You agree to comply with the operational standards, policies, procedures, and practices (such as, for example, start up, initial operations, sunrise, premium names, etc.) for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars (operational requirements), including affiliates of Registry Operator, and consistent with the Registry Operator's Registry Agreement with ICANN, as applicable, upon Registry Operator's notification to Registrar of the establishment of those terms and conditions.
- c. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.
- d. You agree to the **.CAREER** Registry-Registrant Agreement, as posted at Registry Operator's website (available [here](#)) and as amended from time to time at the sole discretion of Registry Operator.
- e. You agree to comply with any and all applicable national, state or local law, regulation or court order in relation to operations and registrations in the Registry TLD.
- f. You agree to:
 - i. grant Registry Operator and Registry Service Provider ("RSP") all necessary licenses and consents to permit Registry Operator and/or RSP or its agent(s) to:
 - 1. perform, in Registry Operator or RSP's unlimited and sole discretion, malware scans;
 - 2. collect, store, and process data gathered as a result of such malware scans;
 - 3. disclose the results of such malware scans (including all data therefrom) to Registry Operator and/or ICANN; and

4. use the results of such malware scans (including all data therefrom) in connection with:
 - (1) protecting the integrity, security or stability of the Registry's system; and (2) providing reports and benchmarks based on aggregated data so long as the reports do not identify the TLD;
 - ii. acknowledge that the results of any malware scan identifying malware or potential malware shall not be deemed to be confidential or proprietary information of registrar of record or Registered Name Holder;
 - iii. disclaim any and all warranties, representations or covenants that such malware scan will detect any and all malware or that Registry Operator or RSP is responsible for notifying registrar of record or any Registered Name Holder of any malware or cleaning of any malware from any system or website;
 - iv. indemnify, defend and hold harmless Registry Operator and RSP from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, any malware scan, the failure to conduct a malware scan, the failure to detect any malware, clean any malware, or the use of any data from malware scans; and
 - v. prohibit the entrance into any settlement or compromise of any such indemnifiable claim (as set forth in (d) above) without the Registry Operator and RSP's prior written consent.
41. **.US - Should you seek to register a .US TLD ("usTLD") from NeuStar, Inc. ("Registry Operator"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .US domain registrations.**
- a. You agree that your registration and use of .US TLD is subject to the usTLD Administrator Reservation of Rights policy (available [here](#)) and the Policy Statement by usTLD Administrator (available [here](#)).
 - b. You agree to comply with the usTLD Acceptable Use Policy (available [here](#)).
 - c. You agree to comply with all Registry Operator policies regarding the use of proxy domain name services. You further agree that if you license the use of a domain name to a third party you are nonetheless the Registered Name Holder and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information pursuant to the Registration Agreement and that you shall accept liability for harm caused by wrongful use of the domain.
 - d. You certify that the Registered Name Holder meets the requirements set out in the usTLD Nexus Requirements Policy (available [here](#)) and that the Registered Name Holder is either:
 - i. A citizen or permanent resident of the United States of America or any of its possessions or territories, whose primary place of domicile is in the United States of America or any of its possessions; or
 - ii. A United States entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories (including a federal, state, or local government of the United States, or a political subdivision thereof); or
 - iii. A foreign entity or organization that has a bona fide presence in the United States.
 - e. You agree that failure to abide by the usTLD Nexus Requirements Policy shall be a basis for cancellation of the domain (available [here](#)).
 - f. You agree that for the adjudication of disputes concerning or arising from use of the usTLD, to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile, (2) where the registrar of record is located, and (3) the United States.
 - g. You agree that failure to comply with the terms of the Registry Operator's Policies (available [here](#)) may result in suspension or termination of the domain.
 - h. You represent that, to the best of your knowledge and belief, neither the registration of the domain, nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.
 - i. You agree that the registration of your domain is subject to suspension, deletion, cancellation or transfer pursuant to any Registry Operator Policy, or pursuant to any registrar of record or Registry Operator procedure not inconsistent with such Policies to:
 - i. enforce usTLD Policies, as amended from time to time;

- ii. protect the integrity and stability of the Registry Operator, its operations, and the usTLD;
 - iii. 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 Operator or you;
 - iv. establish, assert, or defend the legal rights of the Registry Operator or a third party, or to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
 - v. respond to violations of this policy;
 - vi. correct mistakes made by the Registry Operator or any registrar of record in connection with a registration or reservation.
- j. You agree that the Registry Operator retains the right to freeze a domain name during the resolution of a dispute either by: (i) rendering the domain name unresolvable; (ii) preventing the transfer of the domain name to another person, entity or registrar; or (iii) preventing any changes to the contact information associated with the domain name.
- k. You consent to the data processing as required by the Whois Accuracy Program Specification (available [here](#)) and the .US Privacy Policy (available [here](#)).
42. **.QUEBEC - Should you seek to register a .QUEBEC TLD ("Registry TLD") from PointQuébec ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .QUEBEC domain registrations.**
- a. You acknowledge and agree that the Registry reserves the right to deny, modify, cancel, or transfer any registration or transaction, or place any domain name(s) on registry lock, hold, or similar status as it deems necessary, in its unlimited and sole discretion, in order to: (1) protect the integrity, security, and stability of the registry system; (2) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (3) avoid any liability of Registry, its affiliates, members, subsidiaries, officers, directors, and employees; (4) stop or prevent any violations of any terms and conditions of this agreement; (5) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (6) ensure compliance with ICANN and/or Registry policies.
 - b. You agree to comply with the Registry General Registration Policies (available [here](#)).
 - c. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - d. The Registry is a third-party beneficiary of this Registration Agreement, entitled to enforce its rights vested by Registration Agreement. Additionally, the third-party rights of the Registry shall survive termination or expiration of this Registration Agreement.
43. **.DESI - Should you seek to register a .DESI TLD ("Registry TLD") from Desi Networks, LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .DESI domain registrations.**
- a. You acknowledge and agree that Registry 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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet; (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (3) for breach of the registration agreement; (4) if required by a URS, UDRP, dispute resolution service, or complaint resolution service proceeding; or (5) for the non-payment of fees to Registry.
 - b. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry in a non-arbitrary manner and as communicated in Registry technical documents and other communications, and applicable to all registrars including affiliates of Registry, and consistent with the Registry Agreement, as applicable, upon Registry's notification to Registrar of the establishment of those terms and conditions. A non-exhaustive compilation of Registry policies is available [here](#).
 - c. You must comply with all ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.

44. **.GENT** - Should you seek to register a **.GENT** TLD ("Registry TLD") from Combell Group NV/SA (Dot Gent Registry) ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.GENT** domain registrations.

- a. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (1) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (2) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (3) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (4) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents; or (5) following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective Registry TLD policies).
- b. You agree to comply with and accept the terms of Registry TLD policies (available [here](#)).
- c. You represent and warrant that your registration of the domain name is made in good faith, for a lawful purpose and does not infringe the rights of any third party.
- d. You agree to participate, in good faith, in any proceedings describe in the applicable Registry TLD policies commenced by or against you.

45. **.HOW / .SOY** - Should you seek to register a **.HOW** or **.SOY** TLD (each a "Registry TLD") from Charleston Road Registry, Inc. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.HOW** and **.SOY** domain registrations.

- a. You acknowledge and agree that Registry 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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs); (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration; (3) to protect the rights and property of the Registry and to avoid any potential or actual liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (4) to protect the integrity and stability of the registry system and the operation of the DNS; (5) to comply with all applicable laws, government rules or requirements, requests of law enforcement or any applicable dispute resolution process; or (6) for violation of the terms and conditions set forth in any applicable registration agreement.
- b. You agree to be bound by the terms and conditions of initial launch established by Registry, including without limitation the land rush and sunrise period, and you further acknowledge Registry has no liability of any kind for any loss or liability resulting from proceedings and processes relating to the land rush or sunrise period, including, without limitation your ability or inability to obtain a registered name during that period.
- c. You must comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry, and consistent with ICANN's standards, policies, procedures, and practices and Registry's Registry Agreement with ICANN.
- d. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
- e. You must comply with any ICANN standards, policies, procedures, and practices as may be adopted or amended from time to time.
- f. You agree that all domains in the Registry TLD are subject to the Registry's Domain Name Abuse Policy (available [here](#)) and Startup Policy (available [here](#)).

46. **.PARIS** - Should you seek to register a **.PARIS** TLD ("Registry TLD") from the City of Paris ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all **.PARIS** domain registrations.

- a. You acknowledge and agree that Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, cancel, modify or transfer any registration as it deems necessary, in its unlimited and sole discretion to: (1) protect the integrity, security, and stability of the registry system; (2) comply with all applicable laws and regulations, or with any dispute resolution process; (3) avoid any liability of the

Registry, its affiliates, members, subsidiaries, officers, directors, and employees; (4) stop or prevent any violations of any terms and conditions of this Agreement; (5) correct mistakes made by the Registry or any Registrar in relation to a domain name registration; or to (6) ensure compliance with ICANN and/or Registry policies.

- b. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - c. You agree to comply with all ICANN or Registry-mandated policies and procedures for the resolution of disputes concerning domain names registered in the Registry TLD
 - d. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these registration terms. 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.
 - e. You agree that the Registered Name Holder is fully responsible for the registration and use of the registered domain name.
 - f. You agree to comply with the Registry's policies (available [here](#)).
47. **.MOE - Should you seek to register a .MOE TLD ("Registry TLD") from Interlink Co., LTD ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .MOE domain registrations.**
- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) for the non-payment of fees by Registrar or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available [here](#)).
 - d. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), and the Inter-Registrar Transfer Policy (IRTP), each in their most recent form and each as may be amended from time to time.
 - e. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - f. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
48. **.HIV - Should you seek to register a .HIV TLD ("Registry TLD") from DotHIV gemeinnuetziger e.V ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .HIV domain registrations.**
- a. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

- b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
 - c. You agree that Registry is entitled to, at any time, verify the truth, accuracy and completeness of: (1) any information provided by or on behalf of the Registered Name Holder; and (2) the Registered Name Holder's compliance with applicable Registry Policies. You further agree the Registered Name Holder will fully comply and cooperate with the Registry in connection with such verification and will provide all available documentation required to complete the verification.
 - d. You agree to be bound by the terms and conditions of the Registry policies (available [here](#)).
 - e. You agree to be contacted directly by the Registry in regards to your participation in the social cause namespace.
49. **.VOTING** - Should you seek to register a .VOTING TLD ("Registry TLD") from Valuetainment Corp. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .VOTING domain registrations.
- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by Registry or any registrar in connection with a domain name registration, or (3) for the non-payment of fees to Registry.
 - b. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry. Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days' notice by Registry to Registrar.
 - d. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP) (available [here](#)), Uniform Rapid Suspension (URS) (available [here](#)), Complaint Resolution Service (CRS) and the Inter-Registrar Transfer Policy (IRTP) (available [here](#)) each in their most recent form and each as may be amended from time to time.
 - e. You agree to comply with the Registry's policies (available [here](#)).
50. **.CO.COM** - Should you seek to register a .CO.COM SLD ("Registry SLD") from co.com LLC ("Registry"), you must agree to comply with the Registry's co.com Registrant Terms and Conditions (available [here](#)). In the event that a term in the co.com Registrant Terms and Conditions conflicts with the Registration Agreement, the terms of the co.com Registrant Terms and Conditions shall apply to any and all .CO.COM domain registrations.
51. **.BERLIN** - Should you seek to register a .BERLIN top level domain from dotBERLIN GmbH & Co. KG ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .BERLIN domain registrations.
- a. You hereby agree that Registry and registry services provider, acting on behalf of Registry, reserve the right to change the status of the relevant domain name(s) during the resolution of a dispute, a compliance procedure, upon a request from a competent authority (e.g. put on hold, lock), as well as to deny, modify, cancel, suspend, or transfer any registration that it deems necessary, in its complete discretion, in order to: (1) protect the integrity, security, and stability of the Registry System; (2) comply with all appropriate laws, government rules or requirements, requests of law enforcement or any other relevant authority, or in compliance with any dispute resolution process; (3) avoid any liability of Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees; (4) stop or prevent any violations of any terms and conditions of this Agreement; (5) correct mistakes made by Registry, registry service providers or any registrar in relation to a domain name registration; and (6) ensure compliance with ICANN and/or Registry Policies.
 - b. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
 - c. You agree to adhere and comply with all applicable ICANN policies and Registry policies for resolution of disputes concerning domain names.

- d. You agree that Registry is a third-party beneficiary of the Registration Agreement and is entitled to enforce its rights vested by the Registration Agreement.
 - e. You agree to comply with the .BERLIN Policies (available [here](#)) and agree that the German version of .BERLIN Policies governs and the English versions are provided for convenience only.
 - f. Every natural person, legal entity, organization or group of persons is entitled to register and use a domain under the .BERLIN top level domain, provided they can show that they have an economic, cultural, historical, social or other connection to the German capital, Berlin, as set out in Registry's Policy for the Registration of .BERLIN Domain Names, available [here](#).
52. **.JETZT - Should you seek to register a .JETZT TLD ("Registry TLD") from New TLD Company AB ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .JETZT domain registrations.**
- a. You agree that the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (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, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (4) for violations of this Registration Agreement; or (5) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
 - b. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
 - d. You acknowledge having read and understood, and agree 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 by reference and made an integral part of this Registration Agreement:
 - i. The Uniform Domain Name Dispute Resolution Policy (available [here](#)); and
 - ii. The Uniform Rapid Suspension policy (available [here](#)).

The UDRP and URS set forth the terms and conditions in connection with a dispute between a Registered Name Holder and any party other than the Registry or registrar of record over the registration and use of a domain name registered by Registered Name Holder.
 - e. You certify that:
 - i. the data provided in the domain name registration application is true, correct, and complete;
 - ii. you will keep the Registration Information up to date; and
 - iii. you consent to the collection and use of your personal data per the Registry's Privacy Policy (available [here](#)).

53. **.PHYSIO - Should you seek to register a .PHYSIO TLD ("Registry TLD") from Phys Biz Pty Ltd ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .PHYSIO domain registrations.**
- a. You agree to comply with all operational standards, policies, procedures and practices which are: (1) published on the Registry's website (available [here](#)), including without limitation the Anti-Abuse Policy (available [here](#)); (2) required by the .physio Registry Agreement (available [here](#)); and (3) established from time to time by the Registry in a non-arbitrary manner, consistent with the Registry Agreement and ICANN's standards, policies, procedures and practices.
 - b. You acknowledge and agree the Registry 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 as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; and (5) for the non-payment of fees to the Registry.
 - c. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.

- d. You warrant that you satisfy all the registration requirements to hold a registered name in the Registry TLD, including, but not limited to the requirements identified in the Registry's policies (available [here](#)).
 - e. You agree that if you make a sunrise application, participate in a sunrise auction, make a Limited Registration Period application, or participate in a Limited Registration Period auction, you will purchase the domain if it is allocated to you. More information about the Limited Registration Period can be found under the Launch section of the Registry's website (available [here](#)).
 - f. If you submitted a sunrise application, you agree to submit to any proceedings initiated under the Sunrise Dispute Resolution Policy (available [here](#)).
 - g. You agree the landrush and sunrise application fees are non-refundable.
 - h. You agree that whois privacy may only be used by private individuals using the domain name for non-commercial purposes.
 - i. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
 - j. You agree that if you collect and maintain sensitive health and/or financial data to implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
54. **.OOO** - Should you seek to register a **.OOO** TLD ("Registry TLDs") from Infibeam ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all **.OOO** domain registrations.
- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry in a non-arbitrary manner upon 90 days' notice from the Registry.
 - b. You acknowledge and agree the Registry 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 as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; or (3) for the non-payment of fees to the Registry.
 - c. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - d. You acknowledge and agree the Registry prohibits the use of domain names that might induce confusion with the Triple Zero Emergency Call Service.
 - e. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available [here](#)), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.
55. **.CYMRU** and **.WALES** - Should you seek to register a **.CYMRU** or **.WALES** TLD ("Registry TLDs") from Nominet UK ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all **.CYMRU** and **.WALES** domain registrations.
- a. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - b. You agree to **immediately** correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - c. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during the resolution of a dispute.
 - d. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry. Registry operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon ninety (90) days' notice by

Registry to Registrar, save that Registry may amend or introduce such operation standards, policies, procedures and practices for the Registry TLD upon 30 days' notice, in the event of an emergency or where it is necessary to make such changes due to the imposition of a new or altered requirement by ICANN. If there is a discrepancy between the terms of this Domain Registration Agreement and the Registry-Registrar Agreement (available [here](#)), the terms of the Registry-Registrar Agreement shall apply to any and all Registry TLD registrations.

- e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RPMs and the dispute resolution procedures relating thereto, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the RPMs and the dispute resolution procedures relating thereto, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
56. **.WANG** - Should you seek to register a .WANG TLD ("Registry TLD") from Zodiac Registry ("Registry"), you must agree to be bound by all Registry policies, available [here](#). In the event that a term in the Registry policies conflicts with the Registration Agreement, the terms of the Registry policies shall apply to any and all .WANG domain registrations.
57. **.NGO and .ONG** - Should you seek to register a .NGO and .ONG TLD ("Registry TLDs") from the Public Interest Registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .NGO and .ONG domain registrations.
- a. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.
 - b. You agree to **immediately** correct and update the registration information for the domain names during the registration term for, including personal data associated therewith.
 - c. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) as part of the Registry's validation procedures or (6) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - d. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - e. You agree that your registration complies with the Registry's eligibility requirements (available [here](#)) and that your registration will be placed on server hold status by the Registry until your NGO passes the Registry's validation process.
 - f. You agree to submit to proceedings under the Registry's Restrictions Dispute Resolution Policy (RDRP), available [here](#).
 - g. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the RDRP, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
 - h. You agree to submit to proceedings commenced under ICANN's dispute resolution procedures relating to Rights Protection Mechanism (RPMs) (available [here](#)).
58. **.ONE** - Should you seek to register a .ONE TLD ("Registry TLD") from One Registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ONE domain registrations.
- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
 - b. You acknowledge and agree the Registry 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 as it deems necessary, in its unlimited and sole 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of

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

- c. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
- d. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.

59. Should you seek to register a .AMSTERDAM TLD ("Registry TLD") from dotAmsterdam BVBV ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .AMSTERDAM domain registrations.

- a. You agree to comply with the applicable TLD policies (available [here](#)).
- b. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (1) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (2) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (3) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (4) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.
- c. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory purposes, or contrary to public order or morality.
- d. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available [here](#)).

60. .FRL - Should you seek to register a .FRL TLD ("Registry TLD") from FRLregistry BV ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .FRL domain registrations.

- a. You agree to comply with the applicable TLD policies (available [here](#)).
- b. You acknowledge and agree that Registry shall be entitled to reject a request for registration or suspend, revoke, or delete a domain name in its discretion: (1) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or the domain name is not in compliance with any other provision of such Registry TLD policies; (2) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of the Registry TLD; (3) in order to comply with applicable laws and regulations, and/or any decision by a competent court or administrative authority, and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes, and/or any other applicable laws, regulations, policies or decrees; (4) to avoid any liability on behalf of the Registry, including its respective affiliates, directors, officers, employees, subcontractors and/or agents.
- c. You agree and warrant that the application for the domain name has been made and will continue to be in good faith, for a lawful purpose; that the domain name does not infringe the rights of any third party; and that you will not use the TLD for any unlawful or defamatory purposes, or contrary to public order or morality.
- d. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
- e. You agree to participate in good faith in any proceeding described in the applicable TLD policies (available [here](#)).

61. .VOTE and .VOTO - Should you seek to register a .VOTE or a .VOTO TLD ("Registry TLDs") from Monolith Registry LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .VOTE and .VOTO domain registrations.

- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time by the Registry in a non-arbitrary manner upon 90 days' notice from the Registry.
 - b. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
 - c. You agree that the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (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, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (4) per the terms of this registration agreement; (5) for the non-payment of fees by Registrar; or (6) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
 - d. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
 - e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
 - f. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available [here](#) for .VOTE and [here](#) for .VOTO), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.
62. Should you seek to register a .IRISH TLD ("Registry TLD") from Dot-Irish LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .IRISH domain registrations.
- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
 - b. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
 - c. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement; (5) for the non-payment of fees by Registrar, or (6) to correct mistakes made by Registry or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - d. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
 - e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without any sunrise period, limited registration period, or landrush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, and (2) the results of any dispute over a sunrise registration.
63. Should you seek to register a .MARKETS TLD ("Registry TLD") from DotMarkets Registry Limited ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .MARKETS domain registrations.
- a. You understand and agree to comply with all ICANN standards, policies, procedures and practices.
 - b. You agree to comply with the provisions of the Registry's Policies (available [here](#)), including the Acceptable Use and Anti-Abuse Policy.
 - c. You represent that you hold the appropriate applicable credentials to conduct activities in the applicable market, and you agree to report any changes to these credentials.

- d. You agree to comply with the appropriate regulations and licensing requirements required to conduct activities in the best interest of your customers.
 - e. You agree to provide, and keep up-to-date contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business.
 - f. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
 - g. You agree that in the event of a transfer of a domain name, we retain the right to withhold registration of the transfer pending confirmation of the transferee's credentials.
 - h. You agree to indemnify, defend and hold harmless the Registry, resellers and their respective affiliates and subsidiaries, as well as each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents, within 30 days of Registry's demand, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal and administrative fees and expenses (including on appeal), arising out of or relating in any way to your domain name registration. These obligations shall survive the termination or expiration of this Registration Agreement.
64. Should you seek to register a .ADULT or .PORN TLD ("Registry TLD") from ICM Registry PN LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .ADULT and .PORN domain registrations.
- a. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
 - b. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith.
 - c. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (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, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (4) per the terms of the Registry-Registrant Agreement (available [here](#)) (5) for violations of this registration agreement; (6) for the non-payment of fees by Registrar; or (7) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
 - d. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
 - e. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, (2) refunds or credits from the Registry for any errors or mistakes caused by the Registrar, and (3) the results of any dispute over a sunrise registration.
 - f. You agree to be bound by the policies, procedures and practices for the Registry's Limited Registration periods.
 - g. You agree to comply with the public interest commitments as set forth in Specification 11 in the Registry Agreement (available [here](#) for .ADULT and [here](#) for .PORN), and Government Advisory Committee safeguards as published or provided to the Registrar by the Registry.
 - h. You understand and agree Registry Operator may label your site, or any site to which the domain name redirects irrespective of the top-level domain, for child protection purposes.
65. Should you seek to register a .TOP TLD ("Registry TLD") from Jiangsu Bangning Science & Technology Co., Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TOP domain registrations.
- a. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - b. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLDs established from time to time by the Registry.

- c. You agree to comply with all Registry policies (available [here](#)) and agree that the Registry policies are incorporated into this Registration Agreement.
66. Should you seek to register a .EUS TLD ("Registry TLD") from Puntueus Fundazioa ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .EUS domain registrations.
- a. You agree to comply with the Registry Policies (available [here](#)).
 - b. You agree to immediately correct and update the registration information for the domain name during the registration term for, including personal data associated therewith
 - c. You agree to comply with all applicable ICANN or Registry mandated policies and procedures for resolution of disputes concerning domain names registered in the Registry system.
 - d. You acknowledge and agree the Registry 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 as it deems necessary, in its unlimited and sole 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to stop or prevent any violations of this Agreement (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration; or (6) to ensure compliance with ICANN and/or Registry Policies.
67. Should you seek to register a .GAL TLD ("Registry TLD") from Asociación puntoGAL ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .GAL domain registrations.
- a. You agree to comply with all Registry policies (available [here](#)) and agree that the Registry policies are incorporated into this Registration Agreement.
 - b. You agree to immediately correct and update the Registration Information for the Registered Name Holder upon any change.
 - c. You acknowledge and agree that Registry 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) to stop or prevent any violations of any terms and conditions of this Registration Agreement; (5) to correct mistakes made by Registry or any Registrar in connection with a domain name registration; and (6) to ensure compliance with ICANN and/or Registry policies.
68. Should you seek to register a .RICH or a .ONL TLD ("Registry TLD") from I-Registry Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .RICH and .ONL domain registrations.
- a. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - b. You acknowledge and agree that Registry reserves the right to change the status of the domain name during the resolution of a dispute or a compliance audit procedure (e.g. put on hold, lock), as well as to deny, cancel, modify or transfer any registration as it deems necessary, in its unlimited and sole discretion to: (1) protect the integrity, security and stability of the registry system; (2) comply with all appropriate laws, government rules or relevant authority, or in compliance with any dispute resolution process; (3) avoid any liability of Registry, its affiliates, shareholders, subsidiaries, officers, directors, and employees; stop or prevent any violations of any terms and conditions of this Registration Agreement; (5) correct mistakes made by Registry, Registry service providers, or any registrar in relation to a Domain Name registration; and (6) ensure compliance with ICANN and/or Registry policies.
 - c. You, as the Registrant acknowledges having read and understood and agree 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/en/help/dndr/udrp/policy>;

ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and

iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.

- d. You agree to comply with all Registry policies, including those available [here](#), including the Anti-Abuse policies and Terms of Service, if any, as they may be instituted. You further agree that the German versions of the policies govern and the English versions are provided for convenience only.
- e. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these registration terms. 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.
- f. You agree the Registry is entitled at any time during the term of this Registration Agreement to verify the accuracy and completeness of any information provided.
- g. You agree you are fully responsible for the registration and use of the registered domain name.
- h. You agree that if you use a proxy, privacy, and/or third-party service provider to register a domain name on your behalf, the proxy, privacy and/or third-party service provider will be deemed to be the domain registrant and any actions and/or inactions that are in violation of any applicable policies, rules, procedures, terms, conditions, regulations and/or applicable law are the responsibility of the registrant.

69. Should you seek to register a .LAT TLD ("Registry TLD") from Federación de Latinoamérica y el Caribe para Internet y el Comercio Electrónico (ECOMLAC) ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .LAT domain registrations.

- a. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
- b. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
- c. You agree the Registry is entitled to verify information you provided and your compliance with the applicable Registry TLD guidelines. You agree to fully comply and cooperate with the Registry in connection with such verification and to furnish all requested documentation.
- d. You agree to, within 30 (thirty) days of demand, indemnify, defend and hold harmless Registry, registry operator, their respective affiliates and subsidiaries, each of their respective owners, directors, managers, officers, employees, contractors, service providers and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees, and including on appeal, arising out of or relating in any way to your domain name registration, within thirty (30) days of demand. You also agree not enter into any settlement or compromise of any such indemnifiable claim without Registrar's or Registry's prior written consent, which consent shall not be unreasonably withheld. This indemnification obligation shall survive the term of this Registration Agreement.
- e. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, import/export of services and disclosures of data.

70. Should you seek to register a .TIROL TLD ("Registry TLD") from punkt Tirol GmbH ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .TIROL domain registrations.

- a. You agree to be bound by the terms and conditions of the Registry policies ([available here](#)).
- b. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to comply with applicable ICANN rules or regulations; (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (5) per the terms of the registry agreement ([available here](#)) (6) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
- c. You agree to submit to proceedings commenced under other dispute policies as set forth by Registry, including but not limited to processes for the suspension of a domain name pursuant to claims made

by intellectual property right holders, Internet engineering and security experts, or other competent claimants for the purpose of upholding the stability, security, and integrity of the Registry.

- d. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, (2) the results of any dispute over a sunrise registration.
71. Should you seek to register a .MX TLD ("Registry TLD") from Network Information Center Mexico, S.C. ("Registry"), you must agree to be bound by the Registry's policies, available [here](#).
 72. Should you seek to register a .IO TLD ("Registry TLD") from IO Domain Registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .IO domain registrations.
 - a. You agree to be bound by the Registry's Terms and Conditions, available [here](#), and all Registry policies, available [here](#).
 - b. You agree the Registrar has the authority to enter into a contract with the Registry on your behalf on the Terms and Conditions (available [here](#)).
 - c. You agree the Registrar has authority to act on your behalf in connection with the administration of the domain name registration.
 73. .CAPETOWN, .DURBAN, .JOBURG - Should you seek to register a .CAPETOWN, .DURBAN, or a .JOBURG TLD ("Registry TLDs") from ZA Central Registry ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all .CAPETOWN, .DURBAN, and .JOBURG domain registrations. You agree the terms of the Registry's Registrant Agreement Mandatory Terms (available [here](#)) are hereby incorporated by reference and made an integral part of this Registration Agreement.
 74. .EARTH, .MOE and .OSAKA - Should you seek to register a .EARTH, .MOE or .OSAKA TLD ("Registry TLD") from Interlink Co., LTD ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .EARTH, .MOE and .OSAKA domain registrations.
 - a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period, or land rush period, and the dispute resolution policies and rights protection mechanisms mandated by ICANN or the Registry TLD, and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, limited registration period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute resolution process regarding a registration.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available [here](#)).
 - d. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), and the Inter-Registrar Transfer Policy (IRTP), each in their most recent form and each as may be amended from time to time.
 - e. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
 - f. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - g. You agree that the .EARTH TLD will have non-uniform pricing, such that a registration, renewal, or transfer fee for a domain may differ from other domain names.

75. Should you seek to register a .FILM TLD ("Registry TLD") from the Motion Picture Domain Registry Pty. Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .FILM domain registrations.

- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to protect the integrity and stability of the Registry System; (2) to comply with its obligations as a Registry Operator; (3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (5) to ensure compliance with Registry policies; (6) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (7) for the non-payment to the Registry Operator of any fee; or (8) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.
- b. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available here).
- c. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
- d. You agree to comply with all ICANN standards, policies, procedures and practices.
- e. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
- f. You represent and warrant you have the authority to enter into this Registration Agreement.
- g. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
- h. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
- i. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
- j. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.
- k. You agree that your failure to provide adequate information to verify your domain name registration application may result in your application being cancelled.

76. Should you seek to register a .COURSES or .STUDY TLD ("Registry TLD") from the Open Universities Australia Pty. Ltd. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .COURSES and .STUDY domain registrations.

- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to protect the integrity and stability of the Registry System; (2) to comply with its obligations as a Registry Operator; (3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (5) to ensure compliance with Registry policies; (6) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (7) for the non-payment to the Registry Operator of any fee; or (8) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.
- b. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available here for .COURSES and here for .STUDY).
- c. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
- d. You agree to comply with all ICANN standards, policies, procedures and practices.
- e. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
- f. You represent and warrant you have the authority to enter into this Registration Agreement.

- g. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
- h. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
- i. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
- j. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.
- k. You agree that your failure to provide adequate information to verify your domain name registration application may result in your application being cancelled.

77. Should you seek to register a .MELBOURNE or .SYDNEY TLD ("Registry TLD") from the State of Victoria or the State of New South Wales, respectively ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .MELBOURNE and .SYDNEY domain registrations.

- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to protect the integrity and stability of the Registry System; (2) to comply with its obligations as a Registry Operator; (3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process; (4) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and subcontractors; (5) to ensure compliance with Registry policies; (6) to stop or prevent any violations of any terms and conditions of the Registration Agreement; (7) for the non-payment to the Registry Operator of any fee; or (8) to correct mistakes made by the Registry Operator or any Registrar or any of its service providers in connection with an application or a domain name.
- b. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the registration policies (available here for .MELBOURNE and here for .SYDNEY).
- c. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
- d. You agree to comply with all ICANN standards, policies, procedures and practices.
- e. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
- f. You represent and warrant you have the authority to enter into this Registration Agreement.
- g. You agree that your application may not result in a domain name registration, that some domain names are unavailable.
- h. You agree that some domain names will be subject to the Registry's special allocation procedure and that such domain names may require payment of additional fees.
- i. You agree to pay all fees associated with the application for your domain name and that no refund will be available for your failure to understand the fees.
- j. You agree you may be contacted by the Registry or its service providers in relation to your domain name registration.
- k. You agree that your failure to provide adequate information to verify your domain name registration application may result in your application being cancelled.

78. .BAYERN - Should you seek to register a .BAYERN TLD ("Registry TLD") from Bayern Connect GmbH (Ltd.) ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BAYERN domain registrations.

- a. You agree the Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (1) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g. RFCs); (2) to correct mistakes made by the Registry or any registrar in connection with a domain name registration; (3) if required by a URS or UDRP, proceeding; (4) under the terms of the Registry Policies; or (5) for the non-payment of fees to the Registry.
- b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, or land rush period, and the dispute resolution policies and

rights protection mechanisms mandated by ICANN or the Registry, and further to acknowledge the Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period, land rush period or other period associated with the initial launch of the Registry TLD, including, without limitation: (a) the ability or inability of a registrant to obtain a registration during these periods, and (b) the results of any dispute resolution process regarding a registration.

- c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
- d. You agree to immediately correct and update the Registration Information for the domain name during the registration term.
- e. You agree that Registry is entitled to verify (a) the truth, accuracy and completeness of any information provided by the Registered Name Holder; and (b) the compliance of the Registered Name Holder with the Registry's Policies.
- f. You agree to submit to the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS), the Inter-Registrar Transfer Policy (available [here](#)), and the Registry's Registry Policies (available [here](#)) each in their most recent form and each as may be amended from time to time.
- g. You agree to comply with all ICANN standards, policies, procedures and practices for which the Registry has monitoring responsibility.
- h. You agree that neither the registration of the domain, nor the manner in which it is used, infringes the legal rights of any third party or violates any applicable law or regulation.
- i. You agree to 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 (if applicable), disclosure of data and financial regulations.
- j. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.

79. Should you seek to register a .BRUSSELS or .VLAANDEREN TLD ("Registry TLD") from DNS Belgium vzw ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .BRUSSELS and .VLAANDEREN domain registrations.

- a. You agree to comply with the Registry TLD policies and pricing (available [here](#)).
- b. You acknowledge and agree that Registry 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) if and when the Registry does not hold complete and accurate information as described in the respective Registry TLD policies, or is not in compliance with any other provision of such TLD Policies; (2) to protect the integrity and stability of the shared registry system, and/or the operation and/or management of one or more TLDs; (3) in order to comply with applicable laws and regulations, and/or any decision by a competent court of administrative authority and/or any dispute resolution service provider the Registry may hereafter retain to oversee the arbitration and mediation of disputes; and/or any other applicable laws, regulations, policies or decrees; (4) to avoid any liability on behalf of the Registry, including their respective affiliates, directors, officers, employees, subcontractors and/or agents; or (5) following the outcome of a Sunrise Reconsideration Proceeding (as defined in the respective TLD Policies).

80. .LTDA and .SLR - Should you seek to register a .LTDA or .SLR TLD ("Registry TLD") from InterNetX Corp. ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .LTDA or .SLR domain registrations.

- a. You agree to immediately correct and update the Registration Information for the domain name during the registration term, including personal data associated therewith.
- b. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
- c. You represent you possess any necessary authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with this TLD.
- d. You agree to comply with all applicable laws including those that relate to privacy, data collection, organic farming, disclosure of data and financial regulations.

- e. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business. This information may be submitted to compliance@domain-inc.net.
 - f. You acknowledge and agree that if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.
 - g. You agree to comply with all ICANN standards, policies, procedures and practices as may be adopted or amended from time to time.
 - h. You agree to comply with the Registry's Acceptable Use Policy and Eligibility Policy (each available [here](#)).
 - i. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (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, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (4) per the terms of the registration agreement; (5) for the non-payment of fees by Registrar; (6) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
 - j. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period, limited registration period or land rush period and further to acknowledge that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, (2) the results of any dispute over a sunrise registration.
81. Should you seek to register a .CLOUD ("Registry TLD") from Aruba PEC SpA ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .CLOUD.
- a. You agree that Registry reserves the right to deny, cancel, delete or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole 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, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement; (5) to correct mistakes made by Registry or any registrar in connection with a domain name registration. Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation any sunrise period or landrush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse, and any sunrise dispute resolution policy. You further agree the Registry has no liability resulting from the proceedings, or for the ability or inability of a registrant to obtain a domain name or the results of any dispute over a sunrise registration.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry, including the policies available on the Registry's website ([available here](#)).
 - d. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
 - e. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
82. Should you seek to register a .UK ("Registry TLD") from Nominet UK ("Registry"), you agree to comply with all Registry policies including their Terms & Conditions of Domain Name Registration, and Rules of Registration (each available [here](#)). In the event that a term in the Registry policies conflicts with the Registration Agreement, the terms of the Registry Policies shall apply to any and all .UK domain registrations.
83. Should you seek to register a .EU ("Registry TLD") from EURid ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .EU domain registrations

- a. You accept and agree to comply with all Registry policies, including the .eu Domain Name Registration Policy and the General Eligibility Criteria therein (available [here](#)), the .eu Domain Name Registration Terms and Conditions (available [here](#)).
 - b. You agree that neither the registration of the domain, nor the manner in which it is used, infringes the legal rights of any third party or violates any applicable law or regulation.
84. Should you seek to register a TLD from Top Level Design LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all Top Level Design LLC domain registrations. A non-exhaustive list of Top Level Design LLC gTLDs can be found [here](#).
- a. You agree the Registry reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its sole discretion: (1) to protect the integrity and stability of the registry system; (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, as well as its affiliates, subsidiaries, officers, directors, employees, and stockholders; (4) per the terms of this Registration Agreement; (5) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration. The Registry also reserves the right to lock or place on hold a domain name during the resolution of a dispute.
 - b. You agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, the procedure and process for compliance with the ICANN Trademark Clearinghouse and any Sunrise Dispute Resolution Policy, and further that Registry has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (1) the ability or inability of a registrant to obtain a registered name during these periods, (2) the results of any dispute over a sunrise registration.
 - c. You agree to comply with the operational standards, policies, procedures and practices as established by the Registry, including without limitation the Registry's service provider policies, available [here](#), and the Registry's policies, available [here](#).
 - d. You agree to 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 (if applicable), disclosure of data and financial regulations.
 - e. You understand and agree to comply with all ICANN standards, policies, procedures and practices for which the Registry has monitoring responsibility.
 - f. You agree that if you collect and maintain sensitive health and/or financial data, you will comply with applicable laws on the provision of such services and including security measures applicable to that sector.
 - g. You agree that the TLD may have non-uniform pricing and the cost of initial registration may differ from the cost of renewal.
85. Should you seek to register a .BROKER, .FOREX or .TRADING TLD from DotBroker Registry Limited, DotForex Registry Limited or DotTrading Registry Limited, respectively ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this Section conflicts with the Registration Agreement, the terms of this Section shall apply to any and all a .BROKER, .FOREX and .TRADING domain registrations.
- a. You agree the Registry is entitled to verify the truth, accuracy and completeness of any information you provide. You further agree to fully comply and cooperate with the Registry with such verification and to furnish all requested documentation.
 - b. You represent you possess any necessary authorizations, charters, licenses, and/or other related credentials for participation in the sector associated with this TLD.
 - c. You agree to provide, and report any changes to, contact information for the relevant regulatory, or industry self-regulatory, bodies in your main place of business. This information may be submitted to compliance@domain-inc.net.
 - d. You agree to comply with the appropriate regulations and licensing requirements required to conduct activities in the best interest of your customers.
 - e. You agree in the event of a transfer, we and Registry have the right to withhold registration of the transfer pending confirmation the transferee has the authorizations, charters, licenses, and/or related credentials.

- f. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
 - g. You agree to comply with all Registry policies (available [here](#) for .BROKER, [here](#) for .FOREX and [here](#) for .TRADING), including the Acceptable Use Policy (available [here](#) for .BROKER, [here](#) for .FOREX and [here](#) for .TRADING).
 - h. You agree not to enter into any settlement or compromise of any indemnifiable claim without Registry's prior consent, which consent shall not be unreasonably withheld and that this indemnification obligation shall survive the termination or expiration of the Registration Agreement for any reason.
 - i. You acknowledge and agree that if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable laws, policies and/or regulations.
 - j. You agree to comply with all ICANN standards, policies, procedures and practices for which Registry has monitoring responsibility.
 - k. You agree to comply with all operational standards, policies, procedures and practices for the Registry TLD as established from time to time.
86. .TUBE - Should you seek to register a .TUBE TLD ("Registry TLD") from Latin American Telecom, LLC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .TUBE domain registrations.
- a. You agree that Registry 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 comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (2) to correct mistakes made by Registry or any registrar of record in connection with a domain name registration, or (3) for the non-payment of fees to Registry.
 - b. You agree to comply with all applicable ICANN policies and Registry policies for resolution of disputes concerning domain names.
 - c. You agree to comply with the operational standards, policies, procedures, and practices for the Registry TLD established from time to time by the Registry.
 - d. You agree to comply with Registry's Acceptable Use policies, and Terms of Service, as they may be instituted or updated from time to time and published on the Registry website ([here](#)).
 - e. The Registrant 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/en/help/dndr/udrp/policy>;
 - ii. The Uniform Rapid Suspension Procedure and Rules, available at <http://newgtlds.icann.org/en/announcements-and-media/announcement-05mar13-en>; and
 - iii. The Transfer Dispute Resolution Policy, available at <http://www.icann.org/en/help/dndr/tdrp>.
87. .CN - Should you seek to register a .CN TLD ("Registry TLD") from CNNIC ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .ES domain registrations. You acknowledge that you have read all Registry Policies, available [here](#), including the CNNIC Domain Name Dispute Resolution Policy.
88. .EU - Should you seek to register a .EU TLD ("Registry TLD") from EURID ("Registry"), you must agree to be bound by the following additional terms. In the event that a term in this section conflicts with the Registration Agreement, the terms of this section shall apply to any and all .EU domain registrations. You acknowledge that you have read all Registry Policies, including the eligibility requirements and rules found in the .EU Domain Name Registration Policy available [here](#), and other Registry Policies available [here](#). You further acknowledge you meet all the requirements of EC Regulation 733/2002 and EC Regulation 874/2004 (available [here](#) and [here](#), respectively).
89. ALL OTHER ccTLDs:

- a. **Eligibility Requirements.** You represent and warrant that every registration you are applying for in the cc TLD satisfies the eligibility requirements ("Eligibility Requirements") established by the Registry Administrator for that specific country.

This file was last modified on October 31, 2016.

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Domain Names](#)[Civil Subpoena Policy](#)[Digital Millennium](#)[Copyright Act](#)[Web Site Development](#)[Agreement](#)[SEO Agreement](#)[Affiliate Agreement](#)[Report Member](#)[Violations](#)

StartLogic's Acceptable Use Policy (AUP)

We've developed this Acceptable Use Policy (AUP) to help our Customers understand their responsibilities when using our services. It explains our policies regarding activities that may be harmful to our Users or compromise the efficiency of our shared hosting environment.

We may take preventative or corrective action, at our discretion, in response to any of the activities described in this AUP, along with any activities that contradict the spirit of this AUP or the nature of the Internet as an open, efficient method of communicating and conducting business.

To meet the changing needs of our Users, our business, the Internet environment and the legal landscape, this AUP may be revised at any time and we encourage you to review this AUP on our Web site(s) periodically.

If you feel you have discovered a violation of any area of our AUP (other than notices of alleged infringement by our customers or any court orders, subpoenas, search warrants, or other legal process, the email address for all of which is "legal@startlogic-inc.com"), please report it to:

StartLogic
Legal Department
10 Corporate Dr.
Suite 300
Burlington, MA 01803

Phone: (602) 716-5396 (M-F 7am - 3:30pm MST)

Fax: (781) 998-8277

E-mail: compliance@startlogic-inc.com

IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA EMAIL AND DO NOT RECEIVE A RESPONSE FROM US, PLEASE SUBMIT A DUPLICATE COPY VIA PAPER AND/OR FAX (FAX # 781-998-8277). DUE TO THE VAGARIES OF THE INTERNET, AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING WITHOUT LIMITATION THE BURDENS OF SPAM AND THE OCCASIONAL, UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE (VIA PAPER AND/OR FAX), WILL HELP ASSURE THAT YOUR NOTICE WILL BE RECEIVED BY US AND ACTED ON IN A TIMELY MANNER.

On 10/06/2014, StartLogic's Acceptable Use Policy was updated to include the language shown in §4(b).

- 1. General Information.** As used herein, the term "User" or "Users" shall include any and all users, Customers, subscribers, affiliates (including without limitations Customers or non-Customers to whom StartLogic provides links or banners to promote the services or products of StartLogic or any third party the services or products of which are offered by or obtained through or in connection with StartLogic), resellers or others (i) who sign up for, use or obtain services or products from StartLogic or from any third party services or products of which are offered by or obtained through or in connection with StartLogic, or (ii) who visit the Web site of StartLogic or of any such third party. As a provider of Internet/World Wide Web access, Web site hosting, and other Internet-related services, StartLogic, ("StartLogic") offers Users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. StartLogic respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, StartLogic reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, StartLogic has developed this Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each User's respective service agreement and is intended as a guide to the User's rights and obligations when utilizing StartLogic's services. This AUP will be revised from time to time. A User's use of StartLogic's services after changes to the AUP are posted on StartLogic's Web site, under the Terms of Service section, will constitute the User's acceptance of any new or additional terms of the AUP that result from those changes. One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Users or others obtain information through the Internet, they must keep in mind that StartLogic cannot and does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained

from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because StartLogic cannot monitor or censor the Internet, and will not attempt to do so, StartLogic cannot and does not accept any responsibility for injury to its Users or others that results from inaccurate, unsuitable, offensive, or illegal Internet communications. When Users or others disseminate information through the Internet, they also must keep in mind that StartLogic does not review, edit, censor, or take responsibility for any information its users, customers, subscribers or others may create. When Users or others place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over StartLogic's network and may reach a large number of people, including both Users and subscribers and non-subscribers of StartLogic, Users' postings to the Internet may affect others and may harm StartLogic's goodwill, business reputation, and operations. For these reasons, Users violate StartLogic policy and the service agreement when they, their users, customers, subscribers, employees, affiliates, or subsidiaries engage in activities described herein.

2. **Scope.** This AUP governs the usage of products and services of StartLogic or of any third party which are subscribed to or obtained through StartLogic (the "Services"). This AUP is incorporated by reference into each contract StartLogic or any such third party enters into with a User for the use of such Services. StartLogic may modify this AUP at any time without notice. In addition, this AUP is incorporated by reference into the Terms of Service applicable to the Web site of StartLogic so that no person who utilizes the Web site or services of StartLogic (regardless of whether that person is a User) may take any action utilizing the Web site of StartLogic that a User would be prohibited to take utilizing the Services.
3. **Purpose.** The purpose of this AUP is to enhance the quality of the Services and to protect Users, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. This AUP applies to each User. Each User should use common sense and good judgment in connection with the Services. Parents or guardians should always supervise minors in using the Internet. Parents and guardians should remain aware at all times of what is on the Internet and how the minors under their care are using the Services and the Internet.
4. **Prohibited Uses.** Users may not:
 - a. Utilize the Services to send unsolicited bulk and/or commercial messages over the Internet (known as "spam" or "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward StartLogic, but also because it can overload StartLogic's network and disrupt service to its Users subscribers. Maintaining an open SMTP relay is prohibited. Any direct action, configuration, or setting that causes excessive outbound e-mail traffic is subject to review and possible action. When a complaint is received, StartLogic has the absolute and sole discretion to determine from all of the evidence whether the e-mail recipients were from an "opt-in" e-mail list, or whether the outbound e-mail traffic generated from an account is suitable for a shared hosting environment.
 - b. Utilize the Services to engage in the illegal distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription.
 - c. Utilize the Services in connection with any illegal activity or activity otherwise prohibited by this AUP. Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services for or in connection with any activities or content determined by StartLogic, in its sole discretion, to be related to gambling, adult, obscene or pornographic materials or content, harassment, defamation, libel and hate speech or other offensive speech or content, or for any unlawful purpose, including without limitation, fraud, money laundering, child pornography, terrorist-related activities, activities in violation of U.S. export or import laws, any executive orders, or any rules, regulations or orders issued by Office of Foreign Asset Controls ("OFAC"), infringement on rights of others, trafficking in illegal drugs, or any products or services that are prohibited under applicable law, or which StartLogic determines to be controversial or disruptive to the operations of StartLogic or any other User or third party;
 - ii. Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization;
 - iii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;

- iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws;
 - v. Utilize the Services to Forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; or
 - vi. Utilize the Services in any manner that violates applicable law.
 - vii. Use any BitTorrent tracking technology for downloads
 - viii. The use of Botnets, or any act resulting in web browser vulnerabilities, worms or Trojan horses.
- d. Utilize the Services in connection with any tortious or actionable activity. Without limiting the general application of this rule, Users and Users may not:
- i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
 - ii. Utilize the Services in connection with any other disruptive, controversial or abusive activity, as determined by StartLogic in its sole discretion. Without limiting the general application of this rule, Users may not:
 - 01. Utilize the Services to cause denial of service attacks against StartLogic or other network hosts or Internet users or to otherwise degrade or impair the operation of StartLogic's servers and facilities or the servers and facilities of other network hosts or Internet users; or
 - 02. Post messages or software programs that consume excessive CPU time, or storage space, or network bandwidth; or
 - 03. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or auto responders other than for the User's own account; or
 - 04. Resell or allow access to or use of, any of our Services except as and only to the extent permitted in one of our authorized Reseller programs. Further, by way of expansion and not by limitation, you may not store files or other data of third parties on our servers; or
 - 05. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any StartLogic systems, facilities or equipment; or
 - 06. Utilize the Services to gain unauthorized access to the computer networks of StartLogic or any other person; or
 - 07. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code; or
 - 08. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous re-mailers or Internet nicknames); or

09. Utilize the Services to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services; or
10. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator); or
11. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
12. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or Spam; or
13. Utilize the Services in any manner that might subject StartLogic to unfavorable regulatory, law enforcement or other legal action, subject StartLogic to any liability for any reason, or adversely affect StartLogic's public image, reputation or goodwill, including, without limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by StartLogic in its sole discretion;
14. While on a shared hosting platform, utilize, operate, enable, execute, compile, upload or publicly store source code, executable code, programs, or software packages designed to perform tasks not directly associated with Web site/e-mail hosting, including, without limitation, (A) directly opening any listening port, (B) starting any 'daemon' process, (C) performing local/remote security scans, (D) simulating local shell/OS access by means of a tunneled/encapsulated connection to a remote host, (E) circumventing firewall restrictions, (F) connecting to any IRC/Peer to Peer file sharing server/network, (G) providing 'tracker' services to 'BitTorrent' clients and/or (H) exploiting web browser vulnerabilities, as determined by StartLogic in its sole discretion; or
15. Attempt to attack, disrupt, or abuse the support- and contact-related mechanisms of StartLogic, including, but not limited to, telephone lines, e-mail addresses, fax lines, bulletin boards or contact/signup forms; or
16. Utilize the Services in any other manner to interrupt or interfere with the Internet usage of other persons.

5. Violations:

- a. Disclaimer. StartLogic expressly disclaims any obligation to and does not monitor its Users and other Users with respect to violations of this AUP. StartLogic has no liability or responsibility for the actions of any of its Users or other Users or any content any User may post on any Web site.
- b. Reporting Non-Copyright Violations. StartLogic encourages Users to report violations of this policy by e-mail to: compliance@startlogic-inc.com, including in any such report the name of the offending domain (for example, xyz.com) and the type of abuse (for example, Spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.
- c. Reporting Copyright Violations. StartLogic complies with the Digital Millennium Copyright Act ("DMCA"). StartLogic encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA which information is located under the DMCA Policy of this Web site.

d. Remedies. If StartLogic learns of a violation of this AUP, StartLogic will respond to the applicable User and may, in StartLogic's sole discretion, take any or all of the following actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:

- i. Warning the User; and/or
- ii. Suspending the offending User from the Services; and/or Terminating or cancelling, or disconnecting the offending User from, the Services; and/or
- iii. Imposing fees or charges on the offending User account in accordance with the applicable service contract; and/or
- iv. Removing the offending content; and/or
- v. Taking other action in accordance with this AUP, the applicable service contract or applicable law.

6.. **Reservation of Rights.** StartLogic reserves the right to cooperate with and provide any and all User information and data to appropriate legal authorities in investigations or reporting of claims of illegal activity involving StartLogic's Services. StartLogic reserves all other rights to respond to violations of this AUP to the extent of applicable law and in accordance with any applicable contractual obligations. StartLogic may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this AUP and each User agrees that StartLogic is authorized to monitor its communications through StartLogic's network for such purposes.

This file was last modified on October 8, 2014.

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