

usTLD Registry Operator Code of Conduct

2021 Registry Services, LLC



In connection with its service as the Administrator for the usTLD, Registry Services, LLC (Registry Services) will:

- 1. Administer the usTLD in the public interest, in compliance with our contractual obligations and applicable law and regulation;
- 2. Publish all policies, procedures, and requirements applicable to usTLD Registrars, Delegated Managers, and usTLD Registrants (collectively, "usTLD Users");
- 3. Develop policies and procedures for the usTLD in consultation with usTLD stakeholders through the usTLD Stakeholder Council, with the goal of ensuring that usTLD policy continuously meets the needs of existing usTLD Registrants, supports a more robust, certain, and reliable DNS, enhances the user experience and utility of the usTLD space, promotes innovation while protecting intellectual property rights, and supports ongoing discussion of and response to evolving and emerging DNS issues;
- 4. Apply standards, policies, procedures or practices neutrally and fairly, without singling out any usTLD Registrar, Delegated Manager, or usTLD Registrant for disparate treatment over other such users unless justified by substantial and reasonable cause;
- 5. Ensure that usTLD Users have equal access to administration services provided by Registry Services;
- 6. Ensure that no data, including personal information about a usTLD Registrant or proprietary information from any usTLD Registrar or Delegated Manager is disclosed to affiliates, subsidiaries, or other related entities, or to other usTLD Users, except as disclosed in advance or reasonably necessary for the management and operations of the usTLD;
- 7. Not register names in the usTLD for its own use except through a usTLD Registrar unless such names are reasonably necessary for the management, operations, promotion, and other purposes of the usTLD;
- 8. Not disclose confidential information about its Registry Services, including proprietary information about searches or resolution requests by consumers for unregistered domain names to employees of any usTLD User (including any Registry Services parent, subsidiary, affiliate, subcontractor or other related entity engaged in the provision of registry services with respect to the usTLD) with the intent of putting them at an advantage in obtaining usTLD administration services from Registry Services, except as strictly necessary for the management and operations of the usTLD; and
- Require any parent, subsidiary, affiliate, subcontractor or other Registry Services related entity engaged in the provision of registry services with respect to the usTLD to maintain separate books of accounts with respect to such services.

Registry Services will conduct internal neutrality reviews on a regular basis. In addition, Registry Services and the DOC may mutually agree on an independent party to conduct a neutrality review of Registry Services, ensuring that Registry Services and its owners comply with all the provisions of this Code of Conduct. The neutrality review may be conducted as often as once per year. Registry Services will provide the analyst with reasonable access to information and records appropriate to complete the review. The results of the review will be provided to DOC and shall be deemed to be confidential and proprietary information of Registry Services and its owners.



Classification

© 2021 Registry Services, LLC All Rights Reserved

Definitions

We, us and our means any or all of Registry Services, LLC, its subsidiary entities and their respective officers, employees, contractors or sub-contractors.

Disclaimer

This document has been produced by us and is only for the information of the particular person to whom it is provided (the Recipient). This document is subject to copyright and may contain privileged and/or confidential information. As such, this document (or any part of it) may not be reproduced, distributed or published without our prior written consent.

This document has been prepared and presented in good faith based on our own information and sources which are believed to be reliable. We assume no responsibility for the accuracy, reliability or completeness of the information contained in this document (except to the extent that liability under statute cannot be excluded).

To the extent that we may be liable, liability is limited at our option to replacing, repairing or supplying equivalent goods or paying the cost of replacing, repairing or acquiring equivalent, or, in the case of services, re-supplying or paying the cost of having such re-supplied.

Confidentiality Notice

This document contains commercially sensitive information and information that is confidential to us. This document is intended solely for the named recipient, and its authorised employees, and legal, financial and accounting representatives (collectively, Authorised Recipients).

The recipients of this document must keep confidential all of the information disclosed in this document, and may only use the information for the purpose specified by us for its use. Under no circumstance may this document (or any part of this document) be disclosed, copied or reproduced to any person, other than the Authorised Recipients, without our prior written consent.

Trademarks Notice

Any of our names, trademarks, service marks, logos, and icons appearing in this document may not be used in any manner by recipients of this document without our prior written consent. All rights conferred under law are reserved.

All other trademarks contained within this document remain the property of their respective owners, and are used only to directly describe the products being provided by them or on their behalf. Their use in no way indicates any relationship between us and the owners of those other trademarks.