



usTLD Acceptable Use Policy

2021 Registry Services ,LLC

usTLD Acceptable Use Policy

1. By registering a name in the usTLD; you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:
 - a) Distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
 - b) Use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
 - c) Sell or distribute pharmaceuticals;
 - d) Infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting piracy or trademark or copyright infringement;
 - e) impersonate any person or entity, or submit of information on behalf of any other person or entity, without their express prior written consent;
 - f) Violate the privacy or publicity rights of any other person or entity;
 - g) Promote or engage in any spam or other unsolicited bulk email;
 - h) Distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
 - i) Interfere with the operation of the usTLD or services offered by the usTLD; or
 - j) Otherwise engage in activity that is contrary to U.S. law or usTLD Policies.

2. By registering a name in the usTLD:
 - a) You represent and warrant that you have provided current, complete, and accurate information in connection with your 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 this Agreement, and the usTLD Administrator reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration if it determines, in its sole discretion, that the information is materially inaccurate;
 - b) You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the usTLD Privacy Policy posted on the usTLD website at www.about.us;
 - c) You agree to submit to proceedings commenced under the usTLD Domain Name Dispute Resolution Policy ("usDRP"), and the usTLD Rapid Suspension Service

("usRS"), each as described on the usTLD website at www.about.us. 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 usTLD Administrator, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.

3. By registering a name in the usTLD:

- a) You acknowledge and agree to abide by all usTLD Policies set forth on the usTLD website at www.about.us. You specifically acknowledge and agree that the usTLD Policies may be modified by the usTLD Administrator, and agree to comply with any such changes in the time period specified for compliance;
- b) You acknowledge and agree that the usTLD Administrator reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the usTLD if you are found to have repeatedly engaged in abusive registrations, in its sole discretion;
- c) You acknowledge and understand that the usTLD Administrator opposes activities that promote, encourage or engage in terrorism or violence against people, animals, or property. Any reported or otherwise identified potential use of a usTLD service for any of these purposes will be sent to the Office of the General Counsel, which will investigate the allegations and determine in the Administrator's sole discretion and in consultation with leadership of the relevant service, what, if any action to take based on the facts, the law, and the nature of the service in question. The usTLD Administrator reserves the right to share relevant information with law enforcement officials.
- d) usTLD Administrator 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 if it reasonably concludes that the domain name is being used in a manner that appears to (i) threaten the stability, integrity or security of the usTLD, the DNS or the global Internet, or any of its registrar partners and/or (ii) put the safety and security of any registrant or user at risk. The process also allows the Registry to take proactive measures to detect and prevent criminal conduct or cybersecurity threats.
- e) You acknowledge and agree that the usTLD Administrator reserves the right, in its sole discretion, to take any administrative and operational actions necessary, including the use of computer forensics and information security technological services, among other things, in order to implement the Acceptable Use Policy. In addition, the usTLD Administrator 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 enforce usTLD Policies, as amended from time to time;
 - to protect the integrity and stability of the usTLD Administrator, its operations, and the usTLD;
 - 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 usTLD Administrator or you;
 - to establish, assert, or defend the legal rights of the usTLD Administrator or a third party, or to avoid any liability, civil or criminal, on the part of the usTLD Administrator as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
 - to respond to violations of this policy;
 - to correct mistakes made by the usTLD Administrator or any Registrar in connection with a Registration or Reservation; or as otherwise provided herein.
- f) You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the usTLD Administrator, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, 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 use, operation, Registration of any name and/or website in the usTLD.

The usTLD Administrator reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Acceptable Use Policy.

Classification

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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.

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