

# Registration Technologies, Inc.

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## Terms of Service: Whois Data

*Version 1.0*

### 1 Purpose and Scope

#### 1.1 *Non-Registration Services*

This Agreement governs the Terms of Service ("ToS") for whois data which you acquire either by querying our port 43 whois server, our whois web page or by purchasing the whois data from us pursuant to a "bulk access agreement." This entire Agreement applies to you in its entirety and will continue to apply to you in its entirety regardless of whether you actually utilize the data or not. Your use of our whois service and acceptance of our data indicates your acceptance of these Terms of Service.

#### 1.2 *Governing Law and Language*

We both agree that this Agreement will be governed by the law of the State of Rhode Island, in the United States, and that disputes arising from this Agreement will be subject to jurisdiction there. Although we may translate this Agreement into other languages for convenience, the definitive version is the one in English. You agree that for purposes of this Agreement you will be subject to the jurisdiction of the courts where we are domiciled (that is, the State of Rhode Island, in the United States) and also where you are domiciled, without prejudice to any other potentially applicable jurisdictions.

#### 1.3 *Complete Agreement*

Except where explicitly provided, this Agreement sets forth the full and complete Agreement between you and us regarding all matters to which it pertains. No waiver of any provision of this Agreement shall be binding unless in writing and signed by the party waiving compliance with such provision, and no waiver of any provision of this Agreement shall be deemed to waive any other provision.

#### 1.4 *Changes to this Agreement*

We reserve the right to change this Agreement from time to time as necessary to protect our interests, to clarify in the face of unforeseen circumstances, to take account of the evolving legal and regulatory framework surrounding Internet practices, or for other important business needs. If we change this Agreement, we will post the new version of the Agreement and an informal summary of changes. Any changes we make will be consistent with the spirit of this Agreement, and will try to preserve the basic rights and honor the promises each of us makes to the other. If we change this Agreement, your continued use of services provided by us constitutes your acceptance of all changes.

#### 1.5 *Assignment or Transfer*

We may assign or transfer our rights and obligations under this Agreement. For example, if we merge with another company, then that new or different company will uphold our part of this Agreement.

## **1.6 Severability**

If any part of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the rest of this Agreement shall continue in force to the maximum extent possible.

## **1.7 Absolute Limitation of Liability**

YOUR USE OF OUR SERVICES, INCLUDING FOR THE STORAGE OF DATA, IS AT YOUR SOLE RISK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, OUR MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED THE FEES YOU HAVE PAID TO US, AND YOUR EXCLUSIVE REMEDY SHALL BE THE RECOVERY OF THE FEES YOU HAVE PAID TO US. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR ANY VIOLATION OF OR ACTION IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, NOR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. THIS LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **1.8 Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS US AND OUR SERVICE PROVIDERS, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, RESELLERS, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES, INCLUDING ALLEGATIONS OF ANY INAPPROPRIATE, ILLEGAL, OR INFRINGING USE (INCLUDING BUT NOT LIMITED TO CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, VIOLATION OF PRIVACY RIGHTS, VIOLATION OF RIGHTS TO PUBLICITY, PLAGIARISM, INFRINGEMENT OF COPYRIGHT, INFRINGEMENT OF PATENT, INFRINGEMENT OF TRADEMARK OR TRADE DRESS, CYBERSQUATTING, OR DOMAIN NAME DISPUTES), REGARDLESS OF WHETHER SUCH ALLEGATIONS ARE TRUE OR NOT. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. We may, under certain circumstances, request written assurances or evidence from you in support of such indemnification, and we may cancel or suspend your accounts and services if you are unable or unwilling to provide these assurances.

## **2 Acceptable Use**

### **2.1 Prohibited Actions**

You must utilize our whois data nor attempt to utilize our whois data for any of the following purposes:

- Any unlawful purpose;
- Allow, enable, or otherwise support the transmission by email of mass, unsolicited, commercial advertising or solicitations to entities other than your own customers;
- Allow, enable, or otherwise support the transmission by telephone of mass, unsolicited, commercial advertising or solicitations to entities other than your own customers;
- Allow, enable, or otherwise support the transmission by facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than your own customers;

### **2.2 Mass Queries Prohibited**

You may not engage in, not enable others to engage in, high volume, automated, electronic processing to send queries or data to our systems, nor to the systems of any ICANN accredited registrar, nor to any registry

operator, except as reasonable necessary to register domain names or modify existing domain nameregistrations.

### **2.3 *Illegal Actions***

You must not engage in nor attempt to engage in illegal actions or any activity that adversely affects our legal interests or the legal interests of our other customers, including but not limited to:

- Commercial solicitation of children without permission of parent or guardian;
- Cracking/Hacking, that is, attempting to access accounts or systems other than your own accounts or systems, or an account or system that you have been explicitly authorized to access;
- Child pornography;
- Obscenity;
- Gambling or lotteries, especially if interstate;
- Pyramid schemes or fraud;
- Theft of services;
- Harassment or stalking, to the extent legally prohibited;
- Threatening or soliciting harm against any person.

This is not an exhaustive list, and we do not intend to imply that actions not specifically listed are legal or acceptable; if you are in doubt, you must consult a competent attorney.

### **2.4 *No Customer Service***

We will not provide any customer service to assist in the use of our port 43 whois server, our whois web page or any bulk whois data beyond that necessary to keep these services operating as required by ICANN.