



Acceptable Use (Anti-Abuse) Policy

This document describes the Acceptable Use Policy for the Rightside registry.

Rightside™

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Rightside Domains Europe Ltd. (RDEL), is the registry operator for United TLD Holdco Ltd. t/a Rightside Registry

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Rightside Acceptable Use (Anti-Abuse) Policy - version 1.2

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This Acceptable Use Policy (also referred to as the "Anti-Abuse" Policy) ("AUP") describes the limitations on the use of United TLD Holdco Ltd.'s ("UTLDH" or the "Registry," "us," "our," "we," and also trading as "Rightside Registry" or "Rightside") generic top level domain names (the "Registry TLDs"). The AUP establishes these limitations in order to protect the security, stability, integrity, and quality of the Rightside's registry system, comply with applicable local, state, federal, and international laws, and the protection of interests of third parties. By registering a domain name containing a Registry TLD extension, registrants of a Registry TLD (also "you") agree not to use the domain name in any manner described in this AUP. Registrars offering Registry TLDs are REQUIRED to present to registrants the terms of this AUP and make it binding on all registrants.

I. Prohibited Uses

The following are prohibited uses of a registered United TLD domain name:

- A. Failure to keep registrant WHOIS contact information up-to-date and accurate.
- B. Using any private or proxy registration services to provide anonymity to activities which are unlawful, fraudulent, or violate the intellectual property rights of a third party.
- C. Engaging in any activities that do, or are designed to, harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) for any other user.
- D. Unauthorized attempts by a registrant or user to gain access to any account or computer resource not belonging to that user, including but not limited to DNS hijacking or "poisoning."
- E. Transmitting or distributing anything that contains a virus, "Trojan Horse," adware or spyware, malware, corrupted data, or any software or information to promote or utilize software to deliver unsolicited e-mail. You shall also not transmit any material that encourages conduct that could constitute a criminal offense, gives rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation.
- F. Use of a Registry TLD in any botnet, including, but not limited to, the use of malicious fast flux hosting.
- G. Use of a Registry TLD to attempt to acquire sensitive information such as usernames, passwords, and credit card details by masquerading as a trustworthy source (also known as "phishing").

I. Prohibited Uses

H. Use of a Registry TLD to publicize child pornography or images of child sexual abuse.

I. Use of a Registry TLD to promote, encourage, sell, or distribute medication without a valid subscription in violation of applicable law.

J. Transmitting, distributing, uploading, or posting any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, material kept in violation of state laws or industry regulations such as social security numbers or credit card numbers, and material that is obscene, defamatory, libelous, unlawful, harassing, bullying, abusive, threatening, harmful, vulgar, constitutes an illegal threat, violates export control laws, hate propaganda, fraudulent material or fraudulent activity, invasive of privacy or publicity rights, profane, indecent or otherwise objectionable material of any kind or nature.

K. Obtaining or attempting to obtain Rightside's services by any means or device with the intent to avoid payment.

L. Using a Registry TLD in a manner that interferes with the use or enjoyment by other customers or authorized users. This shall include excessive use of services which impair the fair use of other Registry TLD registrants.

M. Using the domain name system (DNS), or knowingly or recklessly permitting others to use the DNS: (a) for any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (b) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; (c) to materially interfere with the use of Rightside's network by other customers or authorized users; (d) to alter, tamper with, adjust, repair or circumvent any aspect of DNS provided by Rightside; or (e) in a manner which, in the Rightside's opinion, is inconsistent with the generally accepted rules of Internet etiquette and conduct.

N. Holding of Rightside (including its affiliates) or their employees or shareholders up to public scorn, ridicule, or defamation.

O. Impersonating any person or entity, including, but not limited to, a Rightside official, or falsely stating or otherwise misrepresenting your affiliation

P. Sending Unsolicited Bulk Email ("UBE", or "spam"). The sending of any form of Unsolicited Bulk Email is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource, is prohibited. Your domain name registration account with a registrar may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

Q. Advertising, transmitting, or otherwise making available or using any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider or forwarding Internet users to any Web site that, if such web site were provided by Rightside, would violate the provisions of this Acceptable Use Policy.

R. Violation of any Rightside policies, agreements, schedules or applicable terms and conditions related to the delivery of registry services or use of a Registry TLD registration.

II. System Protection

It is a violation of this AUP for you to use a Registry TLD to cause an interruption of, or interference with, operations of Rightside's registry systems regardless of whether such interruption, interference or burden is the result of your actions or those of a third party over which you have no control.

III. Content

Registrants are solely responsible for the content they publish on web sites on a Registry TLD. Rightside cannot and does not design, review or screen content on any web site and does not assume any obligation to monitor such content. However, each registrant agrees that we may review web sites or other content in responding to a third party complaint or for any other reason.

IV. Lawful Uses

You may access and use our services for lawful purposes only and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to your use of our services. You agree that you will not (i) use the services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local state, federal or international law or regulation; (ii) upload or otherwise transmit any content that you do not have a right to transmit under any law or contractual or fiduciary duty; (iii) interfere or infringe with any trademark or proprietary rights of any other party; (iv) interfere with the ability of other users to access or use our services; (v) claim a relationship with or to speak for any individual, business, association, institution or other organization for which you are not authorized to claim such a relationship; (vi) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; or (vii) reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the services.

V. Representation

You represent and warrant that no federal, state or local authority prohibits or materially limits Rightside from transacting business with you or providing our Services to you or your agents, representatives, affiliates or related entities. If, at any time, a federal, state or local authority prohibits or materially limits the transaction of business or our provision of services to you or your agents, representatives, affiliates or related entities, such prohibition or restriction shall be a violation of this Acceptable Use Policy and a material breach of our Registration Terms & Conditions and a breach of your Agreement with your Registrar.

VI. Violations

If Rightside determines in its sole discretion that your conduct violates the terms of this Acceptable Use Policy, Rightside may: suspend, restrict, or terminate registry services related to any domain names registered with a Registry TLD; delete content on or redirect any website with a Registry TLD; transfer any registration or transaction or place any domain name on registry lock or hold; or take any other appropriate action with regard to your services without any obligation to refund fees paid. Rightside reserves the right to take such actions without notice to you. You understand that we reserve the right to conclude that your conduct is in violation of the standards set forth in this Acceptable Use Policy, and we may arrive at such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well founded, and even if (i) our opinion or suspicion is proven not to be well founded or (ii) we provide other customers services that have similar characteristics or are being used in a similar manner as your services. You agree that we, in responding to a third party complaint, reserve the right in our sole discretion to suspend or terminate the services subject to this Acceptable Use Policy without notice and with no obligation to refund fees paid. You also understand and agree that by providing you Rightside Services, Rightside in no way endorses the content on your web site or deems your content to be suitable under the terms of this Agreement.

You agree that Rightside shall under no circumstances be held liable on account of any action it takes, in good faith, to restrict transmission of material that it or any user of the services considers to be fraudulent, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected.

VII. Modifications to this Acceptable Use Policy

You agree that Rightside, in its sole discretion, may modify this Acceptable Use Policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it

becomes effective. Use of the Rightside services after the posting period constitutes acceptance of the modification.

VIII. Reporting Abuse

Should you or any third party discover a user, registrant or registrar violating this Acceptable Use Policy, you are encouraged to immediately notify our Abuse Coordinator at registryabuse@rightside.co.