

**.CSC REGISTRY POLICIES****TABLE OF CONTENTS**

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## CHAPTER 1. General Provisions

### Article 1. Definitions

Throughout these Policies, the following capitalized terms have the following meaning:

<b>Accredited Registrar</b>	means an entity, accredited by ICANN for rendering domain name registration services, that has entered into a Registry-Registrar Agreement with Registry Operator;
<b>Affiliate</b>	has the meaning as provided in Section 2.9(c) of the Registry Operator Agreement;
<b>Applicant</b>	means a physical person, company or organization in whose name an Application is submitted Registry Operator;
<b>Application</b>	means a complete, technically correct request for a Domain Name Registration made through an Accredited Registrar, which complies with all requirements in the Policies;
<b>Domain Name or Domain Name Registration</b>	means a name at the second level within the .CSC TLD about which Registry Operator maintains data in the Shared Registry System for the TLD;
<b>Eligibility Requirements</b>	are the requirements set out in section 3.1 of these Policies;
<b>Eligible Trademark</b>	means a trademark included in the Trademark Clearinghouse database;
<b>General Availability</b>	means the process in accordance with the Eligibility Requirements whereby available Domain Names can be registered on a first-come, first-served basis;
<b>Geographic Domain Names</b>	means Domain Names that are identical to country and territory names as defined in Specification 5 to Registry Operator Agreement;
<b>ICANN</b>	means the Internet Corporation for Assigned Names and Numbers ( <a href="http://www.icann.org">www.icann.org</a> );
<b>Launch</b>	means the time when Registry Operator opens General Availability to all eligible registrants for domain registrations under the terms of these Policies;
<b>Name Collision Occurrence Management and Reporting</b>	means that Registry Operator will follow all steps defined in Specification 6 to Registry Operator Agreement and shall not activate any domain names in the DNS zone for Registry Operator TLD except in compliance with a Name Collision Occurrence Assessment provided by ICANN regarding Registry Operator TLD;
<b>Phase</b>	means a distinct period of time during which parties meeting the respective Eligibility Requirements are entitled to submit an Application and/or

	register Domain Names in conformity with the restrictions in force at that time;
<b>Policies</b>	means these .CSC Registry Policies, including any interpretative guidelines or further policies published by Registry Operator in relation hereto, as may be amended from time to time by Registry Operator;
<b>Pre-Launch Phase</b>	means the timeframe prior to General Availability during which only Registry Operator is entitled to register Domain Names that are Registry Reserved Names;
<b>Registrant</b>	means the person or entity in whose name a Domain Name is registered;
<b>Registration Fee</b>	means the fee charged by Registry Operator to the Accredited Registrar for the submission of an Application, registration, cancellation, transfer and/or renewal of a Domain Name;
<b>Registry Operator</b>	means Alliance-One Services, Inc., a wholly owned subsidiary of Computer Sciences Corporation, operating .CSC on behalf of and for the benefit of its parent company;
<b>Registry Operator Agreement</b>	means the agreement entered into by and between Registry Operator and ICANN on September 26, 2014;
<b>Registry-Registrar Agreement</b>	means the agreement made available by Registry Operator to Accredited Registrars;
<b>Registry Reserved Names</b>	means Domain Names withheld from registration or allocated to Registry Operator;
<b>Registry Web Site</b>	means the various pages and websites available under <a href="http://www.nic.csc">http://www.nic.csc</a> or <a href="http://www.csc.com/nic">www.csc.com/nic</a> ;
<b>Shared Registry System</b>	means the system operated on behalf of Registry Operator that allows Accredited Registrars to apply for, register, renew and maintain Domain Names in the name and on behalf of Registrants;
<b>Term</b>	means the number of years for which a Domain Name is registered;
<b>TLD</b>	means Top-Level Domain;
<b>Trademark Claims Period</b>	means the timeframe during which Trademark Claims Services for .CSC are provided;
<b>Trademark Claims Services</b>	means the service operated by the Trademark Clearinghouse whereby notice is given to Applicants of the scope of the rights of trademark holders who registered marks in the Trademark Clearinghouse, and whereby the Registrar may notify the trademark holder(s) of a registration after it is effectuated;
<b>Trademark Clearinghouse</b>	means the system made available by the Trademark Clearinghouse Operator for implementing ICANN's mandated rights protection mechanisms;

<b>Trademark Clearinghouse Operator</b>	means the organization operating the Trademark Clearinghouse, as appointed by ICANN;
<b>Trademark Licensee</b>	has the meaning as provided in Section 5.2 of Specification 13 of Registry Operator Agreement with ICANN.

## **Article 2. Scope of Application; Registry Commitments**

### **2.1. In general, these Policies describe:**

- 2.1.1. The terms under which Registry Operator will reserve, register, delegate, and use Domain Names, in accordance with Article 2.6, second sentence of Registry Operator Agreement;
  - 2.1.2. How Applications for Domain Names may be submitted to Registry Operator by Affiliates or Trademark Licensees;
  - 2.1.3. How Applications will be processed and validated by the Trademark Clearinghouse Operator; and
  - 2.1.4. The technical and administrative measures that Registry Operator will use to ensure proper, fair, and technically sound administration of the .CSC TLD.
- 2.2. Registry Operator uses only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on June 27, 2013, in registering Domain Names.
- 2.3. Registry Operator complies with the ICANN Public Interest Commitment Dispute Resolution Process (posted at <http://www.icann.org/en/resources/registries/picdrp>).
- 2.4. Registry Operator requires Registrars to include in their Registration Agreements a provision prohibiting Registrants from 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 of the domain name.
- 2.5. Registry Operator periodically conducts a technical analysis to assess whether Domain Names in .CSC are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator maintains statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator maintains these reports for the term of the Registry Agreement unless a shorter period is required by law or approved by ICANN, and provides them to ICANN upon request.

- 2.6. Registry Operator operates the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

### **Article 3. Eligibility**

- 3.1. All Domain Name Registrations in the .CSC TLD will be registered to, and maintained by, Registry Operator for its own exclusive use, or its Affiliates or Trademark Licensees. In order to be eligible to submit an Application or maintain a Domain Name Registration in the .CSC TLD, the Applicant or Registrant must be an Affiliate or Trademark Licensee of Registry Operator.
- 3.2. Registry Operator shall be entitled, at its sole discretion, to reject, revoke, temporarily or permanently suspend, delete or cancel at any time any Application or Domain Name Registration if it appears it does not meet the requirements set out in the Policies. This includes, without limitation, situations where Registry Operator receives notice from a government or judicial body, indicating that the Application, Domain Name Registration or the content of the website associated with the Domain Name, violates the Policies or is considered defamatory, contrary to public order or morality, or otherwise not allowed under applicable law.
- 3.3. Applicants and Registrants expressly agree and accept that they shall not be entitled to claim any compensation or refund from Registry Operator when the latter takes action on the basis of violation of the Policies or if non-compliance with the Policies could directly or indirectly damage, impair or disrupt the reputation or activities of Registry Operator, the integrity of the CSC brand, or any of Registry Operator's trademarks.

## **CHAPTER 2. The .CSC Launch Process**

### **Article 4. Purpose and Principles**

- 4.1. Registry Operator may reserve, register and/or delegate any Domain Names, including for its own use subject only to the provisions of the Registry Operator Agreement.
- 4.2. Any and all Applications or Domain Name Registration requests must be submitted to Registry Operator's Shared Registration System through an Accredited Registrar, who acts on behalf of the Applicant or Registrant, but for its own account.
- 4.3. Registry Operator will only accept a Domain Name Registration if:
  - 4.3.1. Registrant meets the Eligibility Requirements;
  - 4.3.2. The Domain Name meets all the criteria set out in these Policies;
  - 4.3.3. The Domain Name is available; and
  - 4.3.4. The Domain Name is not prohibited by ICANN.

- 4.4. All Applications must meet the terms and conditions as set out in these Policies. All conditions that are not indicated to relate to a specific phase or process (such as, but not limited to, the Eligibility Requirements) apply to all Applications and/or Domain Name Registrations.
- 4.5. In addition, if Registry Operator receives notice that a third party holds an Eligible Trademark corresponding to a requested Domain Name, Registry Operator may, in its sole discretion, suspend or cancel an Application or Domain Name Registration, at least until sufficient safeguards, representations and warranties have been provided by the Applicant or Registrant.

#### **Article 5. The .CSC Pre-Launch Phase**

- 5.1. During the Pre-Launch Phase, only Registry Operator may register Domain Names in the .CSC TLD. During this Phase, Registry Operator shall only register and use Registry Reserved Names. Registry Operator reserves the right to allocate domain names listed on the Name Collision Occurrence Assessment provided by ICANN during the Pre-Launch phase, the Trademark Claims Period or General Availability, but will not activate any names in the DNS zone except in compliance with said Assessment.
- 5.2. Registry Reserved Names will be unavailable at the time of General Availability. Registry Operator reserves the right to allocate to and register a Domain Name on the list of Registry Reserved Names in the name of a party indicated by Registry Operator or to itself, and to amend the list of Reserved Names at its discretion.

#### **Article 6. Trademark Claims Period**

Trademark Claims Services shall be provided for the life of the .CSC TLD.

#### **Article 7. Processing of Applications; Exchange of Information**

All Applications shall be submitted to and Domain Name Registrations maintained with Registry Operator by an Accredited Registrar. The Accredited Registrar is responsible for all Applications submitted as specified in Registry Operator-Registrar Agreement; however, notifications or requests for information may be sent to the Applicant or Registrant by the Accredited Registrar or Registry Operator.

### **CHAPTER 3. Domain Name Allocation**

#### **Article 8. Domain Name Allocation for Registry Reserved Names**

Registry Operator shall determine at its sole discretion how and when Registry Reserved Names shall be registered and used.

#### **Article 9. Domain Name Allocation During General Availability**

- 9.1. Any party meeting the Eligibility Requirements may submit an Application following the start of General Availability. Applications are on a first-come, first-served basis, meaning

that the first complete and compliant Application submitted by an Accredited Registrar and received by the Shared Registry System has priority for that Domain Name Registration.

- 9.2. Registry Operator shall only be obliged to accept an Application or Domain Name Registration request, or to renew a Domain Name Registration, once it has been unconditionally paid in full by the Accredited Registrar for the Applicant or Registrant.
- 9.3. Registry Operator is not responsible for any failure on the part of the Accredited Registrar in this respect, including where such failure results in non-registration or cancellation of a Domain Name.

## **CHAPTER 4. Dispute Resolution and Rights Protection Policies**

### **Article 10. Disputes Relating to Registered Domain Names**

- 10.1. Every Registrant acknowledges and agrees that disputes regarding a Domain Name on the basis of trademark rights must be conducted in accordance with the UDRP or URS, related ICANN rules, and those of the dispute resolution provider, and to participate in good faith in such a proceeding.
- 10.2. Upon a determination by the dispute resolution provider, Registry Operator shall implement the decision in a timely manner.

### **Article 11. Rights Protection Mechanisms**

- 11.1. Registry Operator adheres to the Trademark Clearinghouse rights protection mechanisms set forth at <http://www.icann.org/en/resources/registries/tmch-requirements>.
- 11.2. Registry Operator adheres to the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure (RRDRP) posted at <http://www.icann.org/en/resources/registries/pddrp> and <http://www.icann.org/en/resources/registries/rrdrp>.
- 11.3. Registry Operator adheres to the Uniform Dispute Resolution Policy (“UDRP”) posted at <http://www.icann.org/dndr/udrp/policy.htm>
- 11.4. Registry Operator adheres to the Uniform Rapid Suspension system (“URS”) posted at <http://www.icann.org/en/resources/registries/urs>.

### **Article 12. Eligibility Reconsideration Proceedings**

- 12.1. If after a review by Registry Operator and/or following submission of a complaint to the Disputes Point of Contact, Registry Operator determines that an Applicant or Registrant does not meet the Eligibility Requirements, Registry Operator will issue a notification.
- 12.2. The Applicant or Registrant shall respond to the notification within ten (10) days.

- 12.3. If Applicant or Registrant is unable to evidence its compliance with the Eligibility Requirements or fails to respond, Registry Operator may suspend or cancel the Application or Domain Name Registration. Registry Operator disclaims any and all responsibility or liability for suspending or cancelling any Application or Domain Name Registration for any of the reasons stated in the Policies, and there shall be no entitlement to compensation of any kind, including refund.

## **CHAPTER 5. Domain Name Rules; Personal Data**

### **Article 13. Domain Name Specifications**

- 13.1. Every Domain Name must meet the following technical and syntax requirements:
  - 13.1.1. The A-label must consist exclusively of the letters A-Z (case insensitive), the numbers 0-9 and the hyphen (“-”), subject to the restrictions set out below;
  - 13.1.2. May not begin or end with a hyphen (“-“);
  - 13.1.3. Underlined characters are prohibited;
  - 13.1.4. May not exceed 63 characters (excluding the TLD);
  - 13.1.5. Must have a minimum length as permitted by ICANN policies.
- 13.2. Registry Operator reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.
- 13.3. Geographic Domain Names will be exclusively registered in the name of Registry Operator, unless agreed upon otherwise with the authority competent for giving its consent in accordance with Specification 5 of Registry Operator Agreement. Where consents are required prior to the registration and use of a Geographic Domain Name referred to and in accordance with Specification 5 of Registry Operator Agreement, the Applicant will obtain such consents before registering and/or using these Domain Names.

### **Article 14. Personal Data**

- 14.1. Data about identified or identifiable natural persons (“Personal Data”) submitted to Registry Operator will be collected and used for the purposes of providing services related to the registration of a Domain Name. Registry may make use of such Personal Data for the processing, copying, publishing, modifying and making available through the WHOIS Service of such data and for purposes of data escrow requirements, in accordance with relevant applicable data protection and privacy laws and ICANN requirements.
- 14.2. Registry Operator may, as required, make Personal Data available to ICANN or government or law enforcement authorities.

- 14.3. Applicants and Registrants consent to the use of Personal Data as provided herein and warrant that they have informed any third-party individuals whose Personal Data is provided (such as domain contacts) of the intended use by Registry Operator of their Personal Data.
- 14.4. Registry Operator takes reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction.
- 14.5. Registry Operator may use demographic data collected for statistical analyses, provided that such analyses will not disclose individual Personal Data.

## **CHAPTER 6. Anti-Abuse and Acceptable Use Policy**

### **Article 15. Anti-Abuse and Acceptable Use Policy**

- 15.1. Complaints concerning abusive use of Domain Names may be directed to Registry Operator Abuse Contact at [gtldservices@markmonitor.com](mailto:gtldservices@markmonitor.com). Complaints addressed to the Abuse Contact will be forwarded to Registry Operator, which will review all alleged violations.
  - 15.1.1. If an abusive use is determined, the Abuse Contact will alert the registry services provider to immediately suspend the resolution of the domain name. Registry Operator will notify the Registrant of the suspension of the domain name and the nature of the complaint. Registrant must respond within two (2) days or the Domain Name may be cancelled. If Registry Operator is satisfied that the use is not abusive, it will submit a request to unsuspend the Domain Name. Registry Operator will notify the complainant that its complaint was denied and provide the reasons for the denial.
  - 15.1.2. This procedure will not prejudice a party's right to pursue other dispute resolution mechanisms.
- 15.2. Registry Operator may suspend, delete or otherwise make changes to Domain Names in compliance with its Anti-Abuse Policy, including but not limited, 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 Operator, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the Registration Agreement or any agreement Registry Operator has with any party; (5) to correct mistakes made by the Registry Operator, its affiliated registry services providers, or any Accredited Registrar in connection with a Domain Name Registration; (6) during resolution of any dispute regarding a Domain Name; or (7) if a Registrant's pre-authorization or payment fails.
- 15.3. Abusive uses of Domain Names include, but are not be limited to:
  - 15.3.1. Illegal or fraudulent actions, including the use of the Registry Operator's or an Accredited Registrar's services to violate the laws or regulations of any country, state,

- or other applicable jurisdiction, or in a manner that adversely affects the legal rights of any other person;
- 15.3.2. Spamming, including the use of electronic messaging systems from email addresses from domains in the TLD to send unsolicited bulk messages in violation of applicable laws, and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of websites and Internet forums;
  - 15.3.3. Phishing, including the use of counterfeit web pages within the TLD designed to cause recipients to divulge information such as usernames, passwords, or financial data;
  - 15.3.4. Pharming, including the redirecting of unknowing users to fraudulent Web sites or services, typically through DNS hijacking or poisoning;
  - 15.3.5. Willful distribution of malware, including the dissemination of software designed to infiltrate or damage a third-party computer system without the owner's consent.
  - 15.3.6. Fast-flux hosting, including the use of fast-flux techniques to disguise the location of websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities;
  - 15.3.7. Botnet command and control, including services run on a domain name that are used to control a collection of compromised computers or to direct denial-of-service attacks (DDoS attacks);
  - 15.3.8. Illegal access to other computers or networks, including illegally accessing computers, accounts, or networks belonging to another party, attempting to penetrate security measures of another individual's system, or any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity);
  - 15.3.9. Cybersquatting, including registration of a Domain Name confusingly similar to a third party's name or trademark without any legitimate interest in the name and in bad faith; and
  - 15.3.10. Infringement of intellectual property rights.
- 15.4. Registry Operator will comply promptly with any order from a court of competent jurisdiction that directs it to take any action on a Domain Name within its TLD.
  - 15.5. All Applicants and Registrants must provide accurate and current WHOIS information.
    - 15.5.1. Registry Operator reviews a random sampling of domain names within the TLD to test the accuracy of the WHOIS information. In the event that errors or missing information are identified, such information will be forwarded to the Accredited Registrar, which will address the deficiencies with the Registrants. If Registrant does not correct the deficiencies, Registry Operator may suspend or cancel the Domain Name.

## **CHAPTER 7. Term; Amendments; Liability**

### **Article 16. Term of Registration**

- 16.1. When registering or renewing a Domain Name, the Applicant or Registrant must select the number of years for which the Domain Name is registered. The Term shall commence on the date of registration or renewal of the Domain Name, and shall expire on the same day of the month within which the Domain Name was registered.
- 16.2. Registry Operator is under no obligation to inform the Registrant in advance of the expiration of the Term.
- 16.3. Registry Operator may terminate any Registered Domain Name at any time and for any reason on 30 (thirty) calendar days' notice, without the Registrant being entitled to any compensation, refund or damages whatsoever.

### **Article 17. Amendments**

- 17.1. Registry Operator may amend the Policies from time to time and in its sole discretion, which amendments will take effect at the time they are published on the Registry Web Site (or any other timeframe indicated therein), without prior notice to Accredited Registrars, Registrants and/or Applicants. Registry Operator may also issue interpretative guidelines on the Registry Web Site regarding the terms and provisions of the Policies.

### **Article 18. Liability**

- 18.1. To the extent allowed under governing law, Registry Operator shall only be liable in cases where wilful misconduct or gross negligence is proven. In no event shall Registry Operator be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Web Site, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by Registry Operator to register, not to register, suspend or cancel the registration or delegation of a Domain Name on the basis of the findings of or information provided by the Trademark Clearinghouse Operator, or upon receipt of a written instruction given by a government or judicial body, or decision of a dispute resolution provider, as well as the consequences of those decisions.
- 18.2. To the extent allowed under applicable law and unless provided otherwise herein, Registry Operator's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to Registry Operator in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller). Applicant/Registrant agrees that no greater or other damages may be claimed from Registry Operator (including, but not limited to, any fees payable or paid in the context of any proceedings initiated against a decision by Registry Operator to register or not to register a Domain Name). Applicant/Registrant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

- 18.3. Applicants and Registrants shall hold Registry Operator harmless from claims filed or disputes initiated by third parties, and shall compensate Registry Operator for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party, or is deemed contrary to morality, public order or unlawful under applicable laws.
- 18.4. For the purposes of this Article, the term “Registry” shall also refer to its shareholders, subsidiaries, members, subcontractors, agents and employees.
- 18.5. Registry Operator is not a party to the agreement between an Accredited Registrar and its Applicants, its Registrants or any party acting in the name and/or on behalf of such Applicants or Registrants.

## **CHAPTER 8. Representations and Warranties; Notices**

### **Article 19. Representations and Warranties**

- 19.1. Any Applicant, any party submitting a Domain Name Registration request and any Registrant represents and warrants that:
  - 19.1.1. To its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration request will not infringe upon or otherwise violate the rights of any third party;
  - 19.1.2. It is not submitting the Application or Domain Name Registration request and, upon registration, will not use the Domain Name for an unlawful purpose, contrary to public policy or morality, for offensive purposes, to mislead the public and/or contrary to good and fair business practices; and
  - 19.1.3. It will not knowingly use the Domain Name in violation of any applicable laws or regulations, including third party interests; and
  - 19.1.4. It will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times, both with its Accredited Registrar and Registry Operator.
- 19.2. When submitting Applications to Registry Operator, or when effectuating a Domain Name Registration, the Accredited Registrar will ensure that the Applicant represents and warrants that:
  - 19.2.1. The Application and the Domain Name Registration contain true, accurate and up-to-date information and are made in good faith, for a lawful purpose and does not infringe the rights of any third party;
  - 19.2.2. It shall participate in good faith in any proceedings described in these Policies commenced by or against the Applicant; and

19.2.3. The Domain Name is not defamatory, contrary to public order or morality or unlawful under applicable laws and regulations and that it shall respect and preserve the integrity and the exclusive character of Registry Operator and the CSC brand, and any and all rights, including intellectual property rights, associated therewith.

19.3. Registry Operator shall be entitled to suspend or cancel any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

#### **Article 20. Notices**

All notices given by Registry Operator hereunder shall be given in writing at the email address of the Registrant, as provided to Registry Operator in the Application and/or Domain Name Registration. Registrant is required to maintain accurate, complete and current information regarding the registration, including an email address, at all times and in the event of a change in information, must update its information within seven (7) calendar days. All notices to be given to Registry Operator shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and/or (ii) by electronic mail, upon confirmation of receipt by Registry Operator's email server at [registrynotices@csc.com](mailto:registrynotices@csc.com).

### **CHAPTER 9. Miscellaneous**

#### **Article 21. Assignment**

Unless expressly provided for otherwise herein, no party may assign any right or obligation hereunder without the written consent of Registry Operator. These Policies shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

#### **Article 22. Severability**

If any provision of these Policies or any amendments thereto is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of Registry Operator to maintain a safe and secure registry operation, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

#### **Article 23. Waiver**

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

#### **Article 24. Compliance with Law**

No party subject to these Policies will undertake, cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of

causing another party to be in violation thereof in the execution of the terms and conditions set out herein.

**Article 25. Applicable Law; Jurisdiction**

- 25.1. These Policies, as amended from time to time, will be governed by the laws of the United States and the State of Virginia.
- 25.2. Any dispute, controversy or claim in relation to or arising under these Policies shall, upon the filing of a complaint, be referred to and finally determined by arbitration in accordance with the arbitration rules of the International Chamber of Commerce. The arbitral tribunal shall consist of three arbiters. The place of arbitration shall be Falls Church, Virginia, and the arbitration language shall be English. Any such arbitration award shall be final and binding and may, if necessary, be enforced by a court or authority having jurisdiction.
- 25.3. The foregoing is without any party's right to seek injunctive or interim relief, which it is authorized to do in the state or federal courts of the State of Virginia.