

REGISTRY POLICY STATEMENT

ACCEPTABLE USE POLICY AND TERMS OF SERVICE

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DEFINITIONS

"Registered Name" means a domain name within the domain of the Uniregistry TLDs with which Uniregistry or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

"Registered Name Holder" means the person or company owning or otherwise controlling a Registered Name by virtue of a registration agreement with a Registrar.

REGISTRATION POLICIES AND ACCEPTABLE USES

I. General Provisions for All Uniregistry TLDs

1. As a Registered Name Holder, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.
2. As a Registered Name Holder you: (a) acknowledge and agree that Uniregistry 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, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by Uniregistry or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to Uniregistry or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless Uniregistry and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.
3. As a Registered Name Holder, you are prohibited in the use of your Registered Name 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 the consequences for such activities include suspension of your registered domain name.
4. Nothing in this Acceptable Use and Terms of Service shall confer any right to any third party with respect to Uniregistry's discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).

5. As a Registered Name Holder, you are required to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy (<http://www.icann.org/en/help/dndr/udrp>), and (ii) the Uniform Rapid Suspension Policy; and (iii) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Uniregistry, Registrar or Registered Name Holders, and as may be amended by ICANN from time to time.
6. By applying for or obtaining registration of a Registered Name, you acknowledge your acceptance and compliance with the terms under which such application and registration was made, including the terms and conditions of Sunrise registrations set forth in the Uniregistry Launch Plan, Uniregistry Sunrise Application Contention Resolution Policy, Uniregistry Sunrise Challenge Policy, and additional transfer and use restrictions set forth herein below.

II. Abusive Use Policy for All Uniregistry TLDs

1. The Registry 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; (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 the Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry or any Registrar in connection with a domain name registration. The Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.
2. The Registry shall also have the discretion to undertake such actions as cancellation, transfer, locking, or suspension of a name subject to abusive uses. Such abusive uses create security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. The Registry defines abusive use as the wrong or excessive use of power, position or ability, and includes, without limitation, the following:
 - Illegal or fraudulent schemes;
 - Spam: The use of electronic messaging systems to send unsolicited bulk messages. The term applies to e-mail spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of Websites and Internet forums. An example, for purposes of illustration, would be the use of email in denial-of-service attacks;
 - Phishing: The use of counterfeit Web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;
 - Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;
 - Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;

- Fast flux hosting: 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. Fastflux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;
- Botnet command and control: Services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct denial-of-service attacks (DDoS attacks);
- Distribution of child abuse images; and
- Illegal Access to Other Computers or Networks: Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, 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).

III. Sunrise Registration Anti-Hijack Provisions for All Uniregistry TLDs

1. Registered Names obtained in accordance with the Sunrise registration process shall be solely registered to the qualified applicant thereof who is the owner of the trade or service mark registration on the basis of which the Sunrise registration was allocated. Such Registered Names shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to Sunrise qualification, and shall remain subject to the provisions of the Sunrise Challenge Policy.
2. Registered Names obtained in accordance with the Sunrise registration shall not be maintained using a privacy or proxy registration service.

IV. Front Page Content Restrictions of .SEXY Names Only (applicable only for names in Uniregistry's .SEXY top-level domain)

1. For the .SEXY top-level domain, the Registered Names Holder shall not permit content unsuitable for viewing by a minor to be viewed from the main or top-level directory of a .SEXY domain name. For purposes of clarity, content viewed at the main or top-level directory of a .SEXY domain name is the content immediately visible if a user navigates to <http://example.sexy> or <http://www.example.sexy>. No restrictions apply to the content at any other page or subdirectory addressed by a .SEXY Registered Name.
2. For the purposes of this section, the term "content unsuitable for viewing by a minor" means any communication, consisting of nudity, sex, or excretion, that, taken as a whole and with reference to its context—
 - Predominantly appeals to a prurient interest;
 - Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable material for minors; and
 - Lacks serious literary, artistic, political, or scientific value.
3. For the purposes of this section, the term "sex" means acts of masturbation, sexual

intercourse, or physical contact with a person's genitals, or the condition of human male or female genitals when in a state of sexual stimulation or arousal; and "minor" means a person who has not attained the age of 13.

V. .HIV Acceptable Use Policy (applicable only for names in Uniregistry's .HIV top-level domain)

1. The .HIV TLD is an open global technical infrastructure, which aims to support all diverse communities as a place for free expression. However, the use of this open infrastructure reaches its limits if anyone abuses the .HIV platform to jeopardize the mission of .HIV: the fight against AIDS.
2. In those extreme instances where the content behind a .HIV name compromises this mission i.e. by denying the existence of AIDS, actively promoting the spread of HIV, or to any other comparable extent, Uniregistry reserves the right to disconnect and in an extreme case to delete the name.
3. After the registry has been informed about such an abuse, it will forward the complaint to an independent review panel. If the panel determines a case of such not acceptable use, the registry will disconnect the domain and inform the registrant. If the registrant fails to change the content within a period determined by the panel, the registry shall delete the name and put it on registry reserved.

VI. Additional Terms and Restrictions for .DIET, .HIPHOP, .HIV and .JUEGOS

1. For the .DIET, .HIPHOP, .HIV and .JUEGOS domains, the Registered Name Holder will abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.
2. For the .DIET, .HIPHOP, .HIV and .JUEGOS domains, the Registered Name Holder further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.