## **Dominion Registries - Acceptable Use and Anti-Abuse Policy**

This Acceptable Use and Anti-Abuse Policy ("AUP") describes limitations on the use of a domain name from the top-level domain registries operated by Dominion Registries. This AUP is part of Dominion Registries' registry policies that protect the security, stability, integrity, and quality of the domain registry and protect the interests of Internet users.

- a) "Registrant", "You" and "Your" refers to the individual or entity that applies for, or registers, a domain name from a Dominion Registries top-level domain registry.
- b) "Dominion Registries", "We", "Us" and "Our" refers to the entity responsible for operating the relevant top-level domain registry, regardless of whether acting directly or through an affiliated entity, authorized agent, or registry services provider.
  - c) "ICANN" means the Internet Corporation for Assigned Names and Numbers.

# 1. Acceptance of this AUP

The registration and use of all domain names from a top-level domain registry operated by Dominion Registries must be for lawful purposes and at all times in compliance with this AUP.

#### 2. Lawful Uses

You are solely responsible for knowledge and adherence to any and all laws, rules and regulations pertaining to use of a Dominion Registries' domain name. You are required to ensure that Your registration and use of a Dominion Registries' domain name is at all times in accordance with the requirements of Dominion Registries' registry polices, applicable laws and regulations, and ICANN Consensus Policies, including but not limited to those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, disclosure of data, and financial disclosures. You represent that You possess all necessary licenses and/or other credentials for participation in Dominion Registries' domain registry as set forth in the applicable Dominion Registries' Registration Policy and any material changes to the validity of such credentials must be promptly reported to Us.

#### 3. Prohibited Uses

The following practices are prohibited uses of Dominion Registries' domain names:

- a) Using a Dominion Registries' domain name 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;
- b) Using a Dominion Registries' domain name in relation to any content that You do not have a right to transmit under any law or contractual obligation;

- c) Infringing any trademark or intellectual property rights of any other party;
- d) Claiming 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;
- e) Communicating, transmitting, or sending unsolicited bulk email messages or other electronic communications of any kind including, but not limited to, unsolicited commercial advertising and informational announcements as prohibited by applicable law;
- f) Engaging in any activities that do, or are designed to, harass, or that will cause a denial-of-service for any other Internet user;
- g) Communicating, transmitting, or sending any material by email or otherwise that harasses another person or that threatens or encourages bodily harm or destruction of property;
  - h) Communicating, transmitting, or sending misleading and/or fraudulent offers;
- i) Adding, removing, modifying, or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other forged identifying information;
- j) Transmitting or distributing anything that contains a virus, "Trojan Horse," adware or spyware, malware, or corrupted data;
- k) Using a Dominion Registries' domain name in any botnet, including, but not limited to, the use of malicious fast flux hosting;
- l) Using a Dominion Registries' domain name to publicize child pornography or images of sexual abuse;
- m) Using a Dominion Registries' domain name to promote, encourage, sell, or distribute medication without a valid subscription in violation of applicable law;
- n) Obtaining or attempting to obtain Our services by any means or device with the intent to avoid payment;
- o) Using a Dominion Registries' domain name in a manner that interferes with the use or enjoyment by other registrants including, without limitation, excessive use of Our services;
- p) Advertising, transmitting, or otherwise making available or using any software, program, product, or service that is designed to violate this AUP;
- q) Using webpages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;

- r) Redirecting Internet users to fraudulent sites or services including, without limitation, through DNS hijacking or poisoning;
- s) Circumventing or attempting to circumvent the security of any host, network, or accounts on, related to, or accessed through Our system;
- t) Distributing software designed to infiltrate or damage a computer system without the owner's informed consent;
  - u) Failing to keep registrant WHOIS contact information up-to-date and accurate;
  - v) Violating any Dominion Registries' registry policies; and
- w) Engaging in any practice that may damage or bring into disrepute the name, image or reputation of the community and/or industry associated with the particular top-level domain registry string.

## 4. Non-Exclusive, Non-Exhaustive

This AUP is intended to provide guidance as to acceptable use of Dominion Registries' domain names and the AUP is neither exhaustive nor exclusive.

#### 5. Violations

If We determine, in our sole discretion, that Your conduct violates the terms of this AUP, or that suspension and/or termination may be in the public interest, We may deny, cancel, or transfer any registration or transaction, or place any domain name on registry lock, suspension, hold or similar status, cancel such domain name registration or take any other action We deem appropriate without any obligation to refund fees paid. We reserve the right to take such actions without notice to You. You agree that under no circumstances shall We be held liable on account of any action We take, in good faith, based on this AUP.

### 6. Modifications to this AUP

We reserve the right, in our sole discretion, to modify or amend this AUP at any time and any such updates shall be posted on Our website. The AUP posted on Our website is the agreement in affect at that time and use of Our services after the posting of an updated AUP constitutes acceptance of the updated AUP.

### 7. Reporting Abuse

Violations of this AUP may be reported to Us through email at abuse@dominionregistries.com.