**DotGreen Registry Limited**

**Acceptable Use and Anti-Abuse Policy**

November 4, 2014

**DEFINITIONS**

"Registered Name" means a domain name within the domain of the .GREEN Registry with which DotGreen Registry Limited or its affiliate or registry service provider 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).

“Registrant” 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**

The .GREEN top-level domain is intended to support the mission of the global green environmental movement. Registrants are prohibited from using the .GREEN top-level domain to promote or endorse activities or information that are demonstrably false, deceptive, or harmful to the environment.

**I. General Provisions for the .green TLD**

.green TLD is a global technical infrastructure supporting open registration and free expression by diverse communities without limitation to the meaning of sustainability provided the .green is not used at the detriment of the .green TLD Community of users or the Global Green Movement.

1. As a Registrant, you are required to enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar or its authorized representative.

2. As a Registrant, you recognize the meaning of the .green TLD is the same as the widely accepted meaning of the global term ‘green’ in its context of global sustainability – the pursuit by many of a sustainable future for humankind on the planet.

3. As a Registrant, you are welcome to use the .green domain name for free expression including uses other than the globally recognized meaning of sustainability for the term green but with the following exceptions:

 i) As a Registrant you may not (as determined by DotGreen Registry in its sole discretion) use a .green name or its content in a way which negatively affects the mission, purpose of the .green TLD, or its brand.

4. As a Registrant you: (a) acknowledge and agree that DotGreen Registry Limited 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 the Registry, Registry Services Provider or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to DotGreen Registry or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless DotGreen Registry 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 Registrant's domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

5. As a Registrant, 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 providing (consistent with applicable law and any related procedures), and the consequences for such activities include suspension of your registered domain name.

6. Nothing in this Acceptable Use and Terms of Service shall confer any right to any third

party with respect to DotGreen Registry’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).

7. As a Registrant, you are required to comply with all ICANN consensus

policies applicable to Registrants, 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 DotGreen Registry, Registry Service Providers, Registrar or Registrants, and as may be amended by ICANN from time to time.

7. 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

DotGreen Registry Launch Plan, DotGreen Registry SDRP, Sunrise Dispute Resolution Policy

and additional transfer and use restrictions set forth

hereinbelow.

**II. Anti-abuse Policy for the .green TLD.**

**To report potential abuse to DotGreen Registry Limited please email abuse@afilias.info*.***

The following policy ("DotGreen Registry Limited Domain Anti-Abuse Policy") is in effect between DotGreen Registry and each of its Registrars. Abusive use(s) of domain names within DotGreen Registry owned and Afilias operated Top Level Domain (TLD) should not be tolerated.

DotGreen 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 and stated mission for .green.; (2) to comply with applicable local 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 DotGreen Registry, as well as its parent company, affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by DotGreen Registry, Afilias or any Registrar in connection with a domain name registration. DotGreen Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute. Abusive uses, as defined above, undertaken with respect to domain names within the TLD shall give rise to the right of DotGreen Registry to take such actions under Section 3.6.5 of the RRA in its sole discretion.

The nature of such abuses creates security and stability issues for the registry, registry service provider, registrars and registrants, as well as for users of the .green TLD and the Internet in general. DotGreen Registry defines abusive use as the wrong or excessive use of power, position or ability, and includes, without limitation, the following:

* **Illegal or fraudulent actions;**
* **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. Fast-flux 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 Afilias;
* **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 or any promotion of child pornography:**
* Use of a .green name to target or promote hate or violence against; human beings, groups of people, as defined by the UN Human Rights Commission in the [the Universal Declaration of Human Rights](http://www.humanrights.com/what-are-human-rights/universal-declaration-of-human-rights/preamble.html) document, or any promotion to violate or promote violations against people, animals, and their environments, or The Rights of Nature as defined in Ecuador’s Constitution, 2008.
* **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).

Pursuant to ICANN Requirement, Registrants of .green domain names are required to comply with all applicable laws, including those that relate to 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.

Furthermore, per the ICANN GAC Safeguards Category 1 Requirement, registrants who collect and maintain sensitive health and financial data must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.