

**TERMS & CONDITIONS**  
Access to and Use of Non-Public Registration Data

Please read these Terms and Conditions (“Terms”) carefully. By clicking the “I Agree” button, accessing or using the Registration Data Request Service (“RDRS”) operated by the Internet Corporation of Assigned Names and Numbers organization (“ICANN”), you agree to these Terms and to comply with your obligations set forth below. If you do not agree with these Terms, you may not use or make any requests for non-public gTLD registration data (“Data”) through the RDRS.

These Terms are an agreement between you (as the “Requestor”) and the relevant ICANN-accredited registrar (“Registrar”) of the generic top-level domain (“gTLD”) for which you are submitting a request for access to Data (the “Request”), are legally binding, and govern your access to and use of the Data; and you acknowledge and agree to be bound by and comply with these Terms. These Terms do not preclude Registrars from imposing their own terms governing the access to and use of the Data upon the Requestor, provided these terms comply with the terms of the Registrar Accreditation Agreement between ICANN and the Registrar and ICANN Consensus Policies and Temporary Policies. If you are using and making a Data Request through the RDRS in the name and on behalf of your employer and/or a third party, you (1) represent and warrant that you are authorized to act in the name and on behalf of your employer and/or such third party and (2) acknowledge and agree that you are also binding your employer and/or such third party to comply with these Terms. In the following, the terms “you” and “your” shall mean both you and your employer and/or the third party you represent.

**1. SCOPE**

These Terms solely govern your access to and use of the Data provided by the Registrar to you directly and outside of the Registration Data Request Service (“RDRS”) and not your access to and use of the RDRS. Access to and use of the RDRS are governed by the RDRS Terms of Service - Access to and Use of Registration Data Request Service between you and ICANN.

**2. ADDITIONAL TERMS; ORDER OF PRIORITY**

Registrar may request you to enter into an additional agreement governing your access to and use of the Data prior to granting you access (the “Additional Terms”), provided these terms comply with the terms of the Registrar Accreditation Agreement between ICANN and the Registrar and ICANN Consensus Policies and Temporary Policies. In case of conflict between the provisions of the Additional Terms and these Terms, the provisions of the Additional Terms shall be prevailing, with the exception of Section 8 of these Terms, which shall be prevailing over any conflicting provisions of the Additional Terms.

**3. GRANT OF ACCESS**

Registrar will provide access to the Data only to legitimate requestors in accordance with (i) the Registrar Accreditation Agreement between ICANN and the Registrar, (ii) ICANN Consensus Policies and Temporary Policies, (iii) applicable laws, and (iv) any Additional Terms if applicable.

#### 4. RESTRICTIONS ON USE

You agree that you will (i) use the Data only for lawful purposes and consistent with the purposes of your Request; (ii) not use the Data, nor permit the Data to be used, for any marketing, promotional, or advertising purposes whatsoever; and (iii) comply with all applicable laws and regulations governing the use, disposal, sharing, or protection of the Data.

#### 5. SECURITY

You agree that you will take all reasonable and appropriate steps to protect the Data you obtain under these Terms against accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access.

#### 6. PROPRIETARY RIGHTS

You agree that no ownership rights in the Data are transferred to you by these Terms.

#### 7. METHOD OF ACCESS

Registrar reserves the right to change the method of access to the Data ("Access Method") at any time and you agree to use such changed Access Method. You also agree that, in the event of significant degradation of system processing or other emergency in relation to the Access Method, Registrar may, in its sole discretion, and without notice, temporarily suspend access under these Terms in order to minimize threats to the operational stability and security of the Access Method.

Only you are authorized to use the Data made available through the Access Method chosen by the Registrar. In case the Registrar has provided you with a User ID and associated password or comparable authentication method, such information is only to be used by you to obtain the Data through the Access Method and shall not be shared with any third party.

#### 8. DISCLAIMER

YOUR USE OF OR INABILITY TO USE THE ACCESS METHOD CHOSEN BY THE REGISTRAR IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE ACCESS METHOD AND ALL DATA DELIVERED TO YOU THROUGH THE ACCESS METHOD ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE, SECURITY, AND NON INFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THE ABOVE EXCLUSION OF WARRANTIES MAY NOT APPLY TO YOU. IF SUCH EXCLUSION IS NOT PERMITTED IN SUCH JURISDICTION, THEN SUCH

EXCLUSION SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY LAW IN SUCH JURISDICTION.

IN NO CASE SHALL REGISTRAR OR ICANN, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE DATA OR THE ACCESS METHOD OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE DATA OR THE ACCESS METHOD INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIAL OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA MADE AVAILABLE VIA THE ACCESS METHOD, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY, ICANN'S AND REGISTRAR'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS.

#### 9. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws specified as governing law in the Additional Terms. If no laws have been specified in the Additional Terms as governing law, or if no Additional Terms will be entered into with the Registrar, these Terms shall be governed and construed in accordance with the laws of the country of establishment of the Registrar.

#### 10. TERMINATION

These Terms are effective until terminated by either you or the Registrar. You may terminate these Terms at any time by no longer accessing or using the Data, provided that all prior uses of the Data shall be governed by these Terms. Registrar may terminate these Terms at any time and without notice and accordingly deny you access to the Data, for any reason, including your failure to comply with any provision of these Terms. Sections 3, 5, 6, 8, 9, 11, 12 and this Section 10 will survive any expiration or termination of these Terms.

#### 11. SEVERABILITY

In the event of invalidity of any provision of these Terms, the parties agree that such invalidity shall not affect the validity of the remaining provisions of the Terms.

#### 12. ENTIRE AGREEMENT

Unless the Registrar requires you to enter into Additional Terms, this is the entire agreement between you and Registrar concerning access to and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

#### 13. CHANGES TO THESE TERMS AND CONDITIONS

Registrar reserves the right to modify these Terms (i) if this is required to comply with the terms of the Registrar Accreditation Agreement between ICANN and the Registrar or ICANN Consensus Policies and Temporary Policies, or (ii) to reflect changes in the Registrar's and/or ICANN's general rules and policies governing your use of the RDRS and/or access to and use of the Data. Please review the contents of these Terms frequently, as Registrar may amend them from time to time under the foregoing conditions. If you do not agree to any amendments to the Terms, your only recourse is to discontinue your access to and use of the RDRS. Section 14 of these Terms indicates when these Terms were last amended

#### 14. EFFECTIVE DATE OF THESE TERMS AND CONDITIONS

These Terms are effective and were last updated on 28 November 2023.

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