



**REGISTRAR-REGISTRANT TERMS AND CONDITIONS FOR .NAME  
DOMAINS AND EMAIL**

**VS. 2.0**



DISCLAIMER OF WARRANTIES: THESE PARAGRAPHS ARE PROVIDED AS A SAMPLE OF THE PROVISIONS THAT YOU ARE LIKELY TO SEE IN A REGISTRATION AGREEMENT FOR **.name** DOMAIN NAMES IN ADDITION TO THE STANDARD TERMS AND CONDITIONS CONTAINED IN A .COM, .NET OR .ORG AGREEMENT. THESE PARAGRAPHS ARE BEING PROVIDED MERELY AS A GUIDELINE TO INCORPORATE INTO YOUR OWN DOMAIN NAME REGISTRATION AGREEMENT. VERISIGN, INC. AND ITS AFFILIATES (“”) [“VERISIGN”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. VERISIGN MAKES NO WARRANTY THAT THESE PARAGRAPHS WILL MEET YOUR SPECIFIC REQUIREMENTS OR TO THE ACCURACY OR RELIABILITY OF THIS INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY RELIANCE ON THE MATERIAL PROVIDED HEREIN IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY USE OF SUCH MATERIAL.

## SERVICE DESCRIPTION

Please refer to the following URLs for a service description of the .name domain and email forwarding services:

### (a) Domains:

Appendix 7 of the agreement between The Internet Corporation for Assigned Names and Numbers (“ICANN”) and The Global Name Registry, Limited, as assigned to VeriSign, Inc. and its affiliates (“the ICANN Agreement”), available at

<http://www.icann.org/en/tlds/agreements/name/appendix-07-15aug07.htm>

Appendix 11 of the ICANN Agreement, available at

<http://www.icann.org/en/tlds/agreements/name/appendix-11-15aug07.htm>

### (b) Email forwarding:

Appendix 7 Section 7 of the ICANN Agreement, available at

<http://www.icann.org/en/tlds/agreements/name/appendix-07-15aug07.htm>

Appendix 11 of the ICANN Agreement, available at

<http://www.icann.org/en/tlds/agreements/name/appendix-11-15aug07.htm>

## **.name RESTRICTIONS**

Registrations in the **.name** TLD must constitute an individual’s “Personal Name”. For purposes of the **.name** restrictions (the “Restrictions”), a “Personal Name” is a person’s legal name, or a name by which the person is commonly known. A “name by which a person is commonly known” includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.



## **.name CERTIFICATIONS**

As a **.name** domain name Registrant, you hereby certify that:

- (a) You have the authority to enter into this Agreement; and
- (b) The registered domain name or **.name** email address is your Personal Name.

## **PROVISION OF REGISTRATION DATA**

(a) As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. This information includes the information contained in the Whois directory, including: (i) your full name and postal address, email address, voice telephone number, and fax number, if available; (ii) the IP addresses and names of the primary nameserver and any secondary nameserver(s) for the domain name; (iii) the full name, postal address, email address, voice telephone number, and fax number, if available, of the technical contact for the domain name; (iv) the full name, postal address, email address, voice telephone number, and fax number if available of the administrative contact for the domain name; (v) the name, postal address, email address, voice telephone number, and fax number, if available, of the billing contact for the domain name. You agree and understand that the foregoing registration data will be publicly available and accessible on the Whois directory as required by Internet Corporation for Assigned Names and Numbers ("ICANN"). You further understand that the foregoing registration data may be transferred outside of the European Community, such as to the United States, and you expressly consent to such export.

(b) You hereby represent and warrant the data provided in the registration application is true, correct, up-to-date and complete and that you will continue to keep all of the information provided up-to-date. Your willful provision of inaccurate or unreliable information, your willful failure to promptly update information provided to us, or any failure to respond to our inquiries addressed to the email address of the administrative, billing or technical contact then appearing in the Whois directory with respect to a domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or an ICANN policy. VeriSign ("Registry Operator") may share your personal data with third parties that act as subcontractors to it for the purposes of this Agreement, and you agree that your personal data may be shared with Registry Operator's subcontractors. You also agree that from time to time, Registry Operator may share some of your personal data, such as your address and postcode, with third parties who are conducting, on behalf of Registry Operator, market analysis.

## **DOMAIN NAME DISPUTE POLICY**

If you reserved or registered a **.name** domain name through us, you agree to be bound by the current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. You hereby



acknowledge that you have read and understood and agree to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

- (a) the Eligibility Requirements (the "Eligibility Requirements"), available at <http://www.icann.org/en/tlds/agreements/name/appendix-11-15aug07.htm>
- (b) the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), available at <http://www.icann.org/en/udrp/erdrp-policy.html>
- (c) the Uniform Domain Name Dispute Resolution Policy (the "UDRP"), available at <http://www.icann.org/dndr/udrp/policy.htm>.

Personal Name domain names and Personal Name email addresses will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding. According to the Eligibility Requirements, the following categories of Personal Name Registrations may be registered: (i) the Personal Name of an individual; (ii) the Personal Name of a fictional character, if you have trademark or service mark rights in that character's Personal Name; (iii) in addition to a Personal Name registration, you may add numeric characters to the beginning or the end of your Personal Name so as to differentiate it from other Personal Names.

The ERDRP applies to challenges to (i) registered domain names and email address registrations within **.name** on the grounds that a Registrant does not meet the Eligibility Requirements, and (ii) Defensive Registrations within **.name**.

The UDRP applies to complaints by trademark or service mark owners concerning the registration and use of an Internet domain name registered by a Registrant.

## **DOMAIN NAME DISPUTE POLICY MODIFICATIONS**

You agree that Registry Operator may modify the dispute policy from time to time. Registry Operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name or **.name** email address after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

## **DOMAIN NAME DISPUTES**

You agree that if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in the dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold Instra Corporation harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not



to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

## **.NAME EMAIL**

(a) The service for which you have registered may, at your option, include **.name** Email. To the extent you opt to use **.name** Email, you are obliged to do so in accordance with all applicable laws and are responsible for all use of **.name** Email, including the content of messages sent through **.name** Email.

(b) You undertake to familiarize yourself with the content of and to comply with the generally accepted rules for Internet and email usage. This includes, but is not limited to the Acceptable Use Policy, available upon request, as well as the following restrictions. Without prejudice to the foregoing, you undertake not to use **.name** Email:

(i) to encourage, allow or participate in any form of illegal or unsuitable activity, including but not restricted to the exchange of threatening, obscene or offensive messages, spreading computer viruses, breach of copyright and/or proprietary rights or publishing defamatory material;

(ii) to gain illegal access to systems or networks by unauthorized access to or use of the data in systems or networks, including all attempts at guessing passwords, checking or testing the vulnerability of a system or network or breaching the security or access control without the sufficient approval of the owner of the system or network;

(iii) to interrupt data traffic to other users, servers or networks, including, but not restricted to, mail bombing, flooding, Denial of Service (DoS) attacks, willful attempts to overload another system or other forms of harassment; or

(iv) for spamming, which includes, but is not restricted to, the mass mailing of unsolicited email, junk mail, the use of distribution lists (mailing lists) which include persons who have not specifically given their consent to be placed on such a distribution list. Users are not permitted to provide false names or in any other way to pose as somebody else when using **.name** Email.

(c) Registry Operator reserves the right to implement additional anti-spam measures, to block spam or mail from systems with a history of abuse from entering Registry Operator's **.name** Email.

(d) You understand and agree that Registry Operator may delete material that does not conform to clause (c) above or that in some other way constitutes a misuse of **.name** Email. You further understand and agree that Registry Operator is at liberty to block your access to **.name** Email if you use **.name** Email in a way that contravenes this Agreement. You will be given prior warning of discontinuation of the **.name** Email unless it would damage the reputation of Registry



Operator or jeopardize the security of Registry Operator or others to do so. Registry Operator reserves the right to immediately discontinue **.name** Email without notice if the technical stability of **.name** Email is threatened in any way, or if you are in breach of this Agreement. On discontinuing **.name** Email, Registry Operator is not obliged to store any contents or to forward unsent email to you or a third party.

(e) You understand and agree that to the extent Registry Operator is required by law to disclose certain information or material in connection with your **.name** Email, Registry Operator will do so in accordance with such requirement and without notice to you.

## **RESERVATION OF RIGHTS**

Instra Corporation and Registry Operator expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the Registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Instra Corporation and/or Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees. Instra Corporation and Registry Operator also reserve the right to freeze a domain name during a resolution of a dispute.

## **LIMITATION OF LIABILITY**

You agree that Registry Operator will have no liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a **.name** domain name or **.name** Email address registration using these processes; or (ii) any dispute over any **.name** domain name, **.name** Email address, Defensive Registration or NameWatch Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Registry Operator, and its directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your registration and your breach of this Agreement. This indemnification obligation will survive the termination or expiration of this Agreement.

## **COMPLIANCE WITH TERMS AND CONDITIONS**

Registrar shall comply with the following:

(a) ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or under any other arrangement with ICANN; and



(b) operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E of the Registry-Registrar Agreement, available at <http://www.icann.org/tlds/agreements/name>. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty (30) days notice by Registry Operator to Registrar.