

Registration Terms and Conditions

This document describes the terms and conditions that apply to all domain registrations in the Rightside registry.

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Rightside Domains Europe Ltd. (RDEL), is the registry operator for United TLD Holdco Ltd. t/a Rightside Registry

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Rightside Registration Terms and Conditions – version 1.3

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Registration Terms and Conditions

These Registration Terms and Conditions (“the Registration Terms”) supplement, and are incorporated into, the agreement between you (“you”), a registrant, and the ICANN Accredited Registrar (“Registrar”) that you use to register or reserve a name in the United TLD Top Level Domain (the “Registry TLD”). As between you and United TLD Holdco Ltd., (“UTLDH” or the “Registry,” « us, » « our, » « we, » and also trading as « Rightside Registry » or « Rightside »), in the event of any conflict between this Agreement Schedule and the terms of your agreement with Registrar (the “Registrar-Registrant Agreement”), these Registration Terms shall prevail.

1. By applying to register or reserve a domain name in a Registry TLD, you represent and warrant that neither your registration nor your use of the name will infringe the intellectual property or other rights of any third party or violate the [Registry’s Acceptable Use \(Anti-Abuse\) Policy](#).

2. You acknowledge and agree to abide by all Registry Policies set forth on the Registry’s website at <http://rightside.co/registry/for-registrars/#c290> (the “Registry Website”). You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.

3. You agree to comply with all applicable ICANN requirements and policies found at www.icann.org/en/general/consensus-policies.htm.

4. You agree to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection, fair lending, debt collection, organic farming, disclosure of data and financial disclosures.

5. You agree that should you use a Registry TLD to collect and or maintain sensitive health and financial data, you implement reasonable appropriate security measures commensurate with the offering of those services as defined by applicable law.

6. You represent and warrant that you have provided to your Registrar current, complete, and accurate information in connection with your application for a registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration or reservation. Your obligation to provide current, accurate, and complete information is a material element of these terms, and the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration or reservation if it determines, in its sole discretion, that the information is materially inaccurate.

7. You consent to the collection, use, processing, and/or disclosure of personal information in the United States and in accordance with the Registry's [Privacy Policy](#), and incorporated by reference here. If you are submitting information from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.

8. Should You choose to register one or more of these new generic top-level domain names, you must comply with the registration requirements as described below:
Regulated TLDs: .ENGINEER, .MARKET, MORTGAGE, .DEGREE, .SOFTWARE, .VET, .GIVES, and .REHAB

Highly-regulated TLDs: .DENTIST, .ATTORNEY, and .LAWYER Military TLDs: .ARMY, .NAVY, and .AIRFORCE.

a. Safeguards for Regulated TLDs. Registrants must 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. Additionally, if a Registrant collects and maintains sensitive health and financial data, Registrants must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

b. Safeguards for Highly-Regulated TLDs. Registrants must provide to their Registrar administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or industry self-regulatory, bodies in their main place of business. Additionally, Registrants must possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-regulated TLD and

report any material changes to the Registrant's authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-regulated TLD.

c. Safeguards for Military TLDs. Registrant must take steps to ensure against misrepresenting or falsely implying that the Registrant or its business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist.

9. You should be aware that Australian Defence Regulation 1957, No. 16, individuals and businesses, who are subject to Australian law, are prohibited from using the words "Navy" and "Air Force" in connection with a trade or business. Consequently, Australian based Registrars are advised that it may be illegal to sell or distribute domain names under this law and selling or distributing domain names to consumers based in Australia may also be prohibited. Australian Registrars are advised to consult with their legal counsel prior to selling or distributing any .NAVY or .AIRFORCE domain name.

10. You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy (« UDRP »), and the Uniform Rapid Suspension System ("URS"), each as described on the ICANN Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all directly or indirect liability associated with such dispute resolution processes.

11. You acknowledge and agree that the Registry reserves the right, in its sole discretion, to disqualify you or your agents from making or maintaining any registrations or reservations in the Registry TLD if you are found to have repeatedly engaged in abusive registrations.

12. You acknowledge and agree that the Registry reserves the right to deny, cancel, terminate, suspend, lock, or transfer any registration that it deems necessary, in its discretion, in furtherance of the following:

- a. to enforce all Registry Policies, these Registration Terms, and ICANN requirements, as amended from time to time;
- b. to protect the integrity and stability of the Registry, its operations, and the Registry TLDs;
- c. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;
- d. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, contractors, and stockholders;
- e. to correct mistakes made by the Registry or any Registrar in connection with a registration or reservation;
- f. as otherwise provided herein.

13. The Registration Terms, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Washington for the purpose of litigating any such claim or action.

14. BY AGREEING TO THESE REGISTRATION TERMS AND CONDITIONS, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST THE REGISTRY, ITS EMPLOYEES, AFFILIATES AND SUBSIDIARIES, AND SERVICE PROVIDERS, BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF WASHINGTON OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF STATE OF WASHINGTON FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

15. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake under your registration agreement with the Registrar and these Registration Terms. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration or reservation.

16. You acknowledge and agree that domain names in the Registry TLD are provided « as is », « with all faults » and « as available. » The Registry, its affiliates and service providers, make no express warranties or guarantees about such domain names.

17. TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, DISCLAIM IMPLIED WARRANTIES THAT THE REGISTRY AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS DO NOT GUARANTEE THAT ANY REGISTRY TLDS, OR REGISTRY OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE UNITED TLD, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE A DOMAIN NAME IN UNITED TLDS (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL CREATE A WARRANTY REGARDING OPERATIONS OF THE REGISTRY OR A DOMAIN NAME IN A REGISTRY TLD.

18. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A DOMAIN NAME IN A UNITED TLD. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE

POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE REGISTRY'S LIABILITY, AND THE LIABILITY OF THE REGISTRY'S AFFILIATES AND SERVICE PROVIDERS, SHALL BE LIMITED TO THE AMOUNT YOU PAID TO REGISTER A UNITED TLD. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY'S, ITS AFFILIATES AND SERVICE PROVIDERS, TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THE REGISTRAR'S AGREEMENT WITH YOU.

19. The Registry reserves the right to modify, change, or discontinue any aspect of its Registry Services, these Registration Terms, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to these Registration Terms, and other information concerning Registry TLDs electronically, by posting such items on the Registry Website. Your continued use of a Registry TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to these Registration Terms. In the event of any conflict between these Registration Terms and the notices, agreements, modifications and changes to the Registration Terms as posted from time to time on the [Registry Website](#), the terms posted on the Registry Website shall prevail.

20. You represent and warrant that your use of the Registry and/or the Registry TLDs will not be for any illegal purpose and that you will not undertake any activities with your Registry TLD that will be in violation of the [Acceptable Use \(Anti-Abuse\) Policy](#).

21. The Registry TLDs are intended for and available to applicants and registrants who are at least eighteen (18) years of age. By applying for, registering, or reserving United TLD, you represent and warrant that you are at least eighteen (18) years of age.

http://rightside.co/fileadmin/downloads/policies/Rightside_Registration_Terms.pdf