TERMS OF SERVICE
Access to and Use of Registration Data Request Service

Thank you for visiting the Registration Data Request Service ("RDRS") operated by the Internet Corporation of Assigned Names and Numbers organization ("ICANN"). Please read these Terms of Service ("Terms") carefully.

By clicking the "I Agree" button, accessing or using the RDRS, you agree to these Terms and to comply with your obligations set forth below. If you do not agree to these Terms, you may not use or make any requests for non-public gTLD registration data ("Data") through the RDRS.

These Terms, which are an agreement between you (as the "Requestor") and ICANN, are legally binding and govern your use of the RDRS, and you acknowledge and agree to be bound by and comply with these Terms. 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 such employer and/or third party and (2) acknowledge and agree that you are also binding such employer and/or third party to comply with these Terms. In the following, the terms "you" and "your" shall mean both you and the employer and/or third party you represent. In the following, the terms "you" and "your" shall mean both you and the employer and/or third party you represent, and the term "Requestor" shall refer to both you and the employer and/or third party you represent.

1. SCOPE

These Terms solely govern your access to and use of the RDRS and not your access to and use of Data provided by the relevant registrar to you directly and outside of the RDRS. Access to and use of the Data are governed by the [Terms and Conditions - Access to and Use of Non-Public Registration Data](#) between you and the relevant registrar and, if applicable, any additional terms of the registrar.

2. ICANN TERMS OF SERVICE; ORDER OF PRIORITY

These Terms supplement as specific provisions for access to and use of the RDRS the ICANN Terms of Service (available at: https://www.icann.org/privacy/tos), which are incorporated into these Terms by reference and shall be deemed to have the same force and effect as if set forth in full herein. For the purpose of application of the ICANN Terms of Service, the RDRS shall be deemed a "Platform" as defined in the ICANN Terms of Service. In case of conflict between the provisions of these Terms and the ICANN Terms of Service, the provisions of these Terms shall be prevailing.

3. DATA PRIVACY POLICY

In addition to these Terms, we have established a privacy policy for the RDRS ("RDRS Privacy Policy") to explain how we collect and use personal data in this context. A copy of the RDRS Privacy Policy can be found at https://www.icann.org/en/system/files/files/rdrs-privacy-policy-07nov23-en.pdf. The RDRS Privacy Policy which relates specifically to the RDRS is supplemented by the ICANN Privacy Policy (available at:

https://www.icann.org/privacy/policy), which contains more general provisions. The ICANN Privacy Policy and the RDRS Privacy Policy may be updated from time to time. Please review the contents of these policies frequently and prior to your use of the RDRS. Your use of the RDRS after such updates constitutes your acknowledgment and applicability of such updated policy.

4. ICANN ACCOUNT

You will have to log into your ICANN Account to access and use the RDRS as a Requestor. If you do not have an ICANN Account, you can create one. More information on how to create and maintain an ICANN Account is available at https://account.icann.org/help. The provisions in the ICANN Terms of Service on creating and using your ICANN Account shall apply in full in the context of using your ICANN Account to access and use the RDRS as a Requestor.

5. HANDLING OF REQUESTS IN THE RDRS

When you have logged into the RDRS with your ICANN Account, you can submit a request for access to Data. This will require you to fill in certain prescribed information to describe your request properly. You will also be able to set a priority level on each request you submit (see more on Priority Levels in Section 7 below). In addition, you have the ability to create and edit request templates.

After submission, your request for access to Data is routed to the appropriate registrar of the generic top-level domain ("gTLD") through the Naming Services portal ("NSp"). The registrar is able to change the priority level, provided the registrar gives an explanation for the change, or mark the access request with the appropriate decision.

In your RDRS dashboard, you will be able to see pending and past requests as well as metadata (timestamps, status, etc.) associated with your requests. For your pending requests, you can see all the information related to a request. For past requests, only limited information is retained (see Section 8 below).

6. RESPONSIBILITY AND LIABILITY FOR DISCLOSURE DECISION

The registrar to whom your request is routed will be solely responsible for assessing the request and making the decision to disclose the requested Data and will assume sole liability in this regard. If the registrar needs to communicate with and seek additional information or clarifications from you to appropriately respond to your request, that communication must occur outside of the RDRS. Interactive communications between you and any registrars will not be supported within the RDRS.

7. PRIORITY LEVELS OF REQUESTS

The RDRS system will allow you to set a priority level on each request you submit:

Expedited Review Requests: The Requestor views that the nature of the request warrants a faster processing time. Selecting this option does not guarantee an accelerated resolution. **Requestors should not rely on this Expedited Review Request functionality in emergency situations such as but not limited to an imminent threat to life, serious bodily injury, critical infrastructure (online and offline), or child exploitation**. In these circumstances

Requestor should contact the Registrar directly for immediate assistance. The Requestor should exercise caution and discretion when selecting the "Expedited" option, as it is not a substitute for direct communication in emergency situations, and it is not necessary for all requests. If the Requestor selects the option "Expedited Review Request", the Requestor needs to provide a written explanation of the reasons for this selection.

Standard Requests: All other requests.

The RDRS system will not verify the validity of your request priority level input. Registrars can modify the priority level if they deem the level to be inaccurately set, provided they give an explanation for that change.

8. RETENTION OF REQUESTS

The full data set contained in the request will be retained in accordance with ICANN's general archival practices and as required or permitted by law. After the retention period, only metadata concerning the case will be retained. Please see the full list of retained data elements in Section 9 below.

9. LOGGING AND REPORTING

The RDRS system will log the following data elements for reporting purposes:

- Requestor;
- Domain name;
- Date and time stamps for the request (creation and disposition);
- Request type;
- Priority level (Expedited Review and Standard, as defined in the request form, see Section 7 above);
- Any change in priority initiated by the registrar;
- Field elements requested;
- Jurisdiction(s) where the non-public registration data will be processed by the Requestor;
- Registrar name associated with the domain name;
- *Disposition of the request (approved, partially approved, or denied);
- *If approved, field elements provided;
- *If partially approved, field elements disclosed plus reason(s) for denying the remainder of the request; and
- *If denied, the reason for the denial.

*Based on data input from the registrar in the NSp

The data elements logged may be reported in an aggregated format.

10. RESPONSIBILITY OF REQUESTORS

The obligations under Section 3 (Responsibility of Contributors) of the ICANN Terms of Service for "Content" (as defined in the ICANN Terms of Service) shall apply with respect to the information that you will provide to the RDRS system including your request for access to

Data. You will be responsible that any information submitted to the RDRS system will not violate the rights of any third party, including their privacy and data protection rights. You will give notice and, if applicable, obtain consent from any individual whose personal data is submitted to the RDRS system if this is required under applicable laws. When you transfer personal data in a manner subject to cross-border data transfer restrictions under applicable laws into the RDRS system, for example a transfer of personal data from the European Economic Area ("EEA") into the RDRS system operated by ICANN in the United States, you will ensure that such transfers take place in compliance with applicable laws, including, if applicable, the implementation of necessary transfer safeguards under such laws (e.g., EU Standard Contractual Clauses ("SCCs")), obtaining consent from data subjects or authority approval. You will contact ICANN under [please insert contact address] prior to submitting any personal data into the RDRS system with a request to enter into the necessary transfer safeguards under applicable laws, whereby it is in the sole discretion of ICANN whether to grant or reject this request.

11. CHANGES TO THE RDRS; SUSPENSION OF ACCESS

ICANN reserves the right to change any functionality of the RDRS system at any time without notice and you agree to any such changes. You also agree that, in the event of degradation of system processing or any other emergency in relation to the RDRS system, ICANN may, in its sole discretion and without notice temporarily suspend your access to the RDRS system under these Terms in order to minimize threats to the operational stability and security of the RDRS system.

12. AGE RESTRICTIONS

In order to use the Platform as a Requestor, you must be of legal age (at least 18 years or otherwise applicable minimum legal age). We do not knowingly collect any personal data from Requestors under the applicable minimum legal age.

13. DISCLAIMER AND LIMITATION OF LIABILITY

In addition to and notwithstanding Section 10 (Disclaimer and Limitation of Liability) of the ICANN Terms of Service, ICANN is not responsible in any way for the assessment of your request by the registrar nor for the decision of the registrar with respect to the requested Data; and does not assume any liability to you in this regard.

14. GENERAL REPRESENTATION AND WARRANTY

In addition to and notwithstanding Section 15 (General Representation and Warranty) of the ICANN Terms of Service, you represent and warrant that your use of the RDRS system will not violate privacy and data protection laws, including but not limited to the rights of any individual or any other third party.

15. TERMINATION

ICANN may terminate your access to all or any part of the RDRS at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate these Terms, you may simply discontinue using the RDRS. If you wish to terminate your ICANN Account, please contact globalsupport@icann.org. All provisions of these Terms and the ICANN Terms

of Service (which have been incorporated into these Terms by reference) which, by their nature should survive termination shall survive termination, including, without limitation, intellectual property provisions, warranty disclaimers and limitations of liability provisions, governing law provisions, dispute resolution and arbitration provisions.

16. CHANGES TO THESE TERMS OF SERVICE

ICANN reserves the right to modify these Terms at any time, in accordance with ICANN Terms of Service. Please review the contents of these Terms frequently, as ICANN may amend them from time to time to reflect changes in its general rules and policies governing your use of the RDRS. Your continued use of or access to the RDRS following the notification of any changes to these Terms constitutes acceptance of those changes. ICANN may also, in the future, offer new services and/or features through the Platform (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement. Section 17 of these Terms indicates when these Terms were last amended.

17. EFFECTIVE DATE OF TERMS OF SERVICE

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

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