



TERMS OF SERVICE

Last Updated: 21 May 2018

Redline from the previous version of our Terms of Service

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The following terms and conditions govern all use of the [http://www.icann.org/ website](http://www.icann.org/) ~~and all content and services available at or through the website~~ websites (the "Website"). ~~The Website is owned and~~ operated by Internet Corporation ~~For~~ Assigned Names and Numbers organization ("ICANN") ~~organization~~ and its affiliated organization Public Technical Identifiers ("PTI") (collectively "we", "us", or "our"), and all content and services available on the Website. The singular term "Website" includes all websites related to us that we may now, or in the future operate, that link to these Terms of Service, web pages within each such website, any equivalent, mirror, replacement, substitute, or backup website, and web pages that are associated with each such website. The Website is offered subject to all of the terms and conditions and all other operating rules, policies ~~and procedures~~, including, without limitation, ~~ICANN's Privacy Policy and Standards of Behavior and procedures~~ our Privacy Policy, the ICANN Expected Standards of Behavior, and ICANN Community Anti-Harassment Policy and Terms of Participation and Compliant Procedure, that may be published from time to time on ~~this Site~~ the Website by ~~ICANN~~ us (collectively, the "Agreement"). This Agreement is not intended to supersede or govern any other agreement with us relating to terms and conditions or any other operating rules, policies and procedures specific to any program or service provided by us on the Website.

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. ~~The Website is available only to individuals who are at least 13 years old.~~ Agreement.



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You may access and use the Website and the services available on the Website only if you are at least 13 years old.

1. Data Privacy Policy

In addition to these Terms of Service, we have established a Privacy Policy to explain how we collect and use information about you. A copy of the Privacy Policy can be found at <https://www.icann.org/privacy/policy>. By accessing or using the Website, you are also signifying your acknowledgement of our Privacy Policy. Depending on your activities when visiting the Website, you may be required to agree to additional terms and conditions.

1.2. Your Account

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account. You must immediately notify ~~ICANN-us~~ of any unauthorized ~~or suspicious~~ uses of your account or any other breaches of security. ~~ICANN- We~~ will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

By creating an account on the Website, you agree that the information that you share about yourself will be shared publicly for the purpose of displaying of profiles of ICANN community members and for identification of discussion contributors within the dialogue tools provided.

2.3. Responsibility of Contributors

If you post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), ~~Youyou~~ are entirely responsible for the content of, and any harm resulting from, that Content. By making Content available, you represent and warrant that:

- ~~**~~ the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- ~~**~~ if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;



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- *• you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- *• the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- *• the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- *• the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;
- *• ~~your content is the Content does~~ not ~~getting advertised via unwanted electronic messages consist of unsolicited promotional materials~~ such as spam links on newsgroups, email lists, blogs and web sites, and other similar unsolicited promotional methods;
- *• ~~your content the Content~~ is not named in a manner that misleads your readers into thinking that you are another person or company; ~~and~~
- *• you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by ICANN Forum or otherwise; ~~and~~
- the Content complies with the ICANN Expected Standards of Behavior and ICANN Community Anti-Harassment Policy and Terms of Participation and Compliant Procedure.

3.4. **Content Contributions**

~~ICANN has~~We have the right (though not the obligation) to, in ~~ICANN Forum's~~our sole discretion (i) refuse or remove any content that, in ~~ICANN Forum's~~our reasonable opinion, violates any ~~ICANN~~of our policy or procedure or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in ~~ICANN's~~our sole discretion.

4.5. **Responsibility of Website Visitors**



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~~ICANN has~~We have not reviewed, and cannot review, all of the material posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, ICANN does we do not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

6. Age Restrictions

Under no circumstances is the Website intended for direct use by persons under 13 years of age. In order to use the Website on your own behalf, you must be at least 18 years of age. If you are between the ages of 13 and 18, you may still be able to use the Website, but you must have a parent or legal guardian provide valid and verifiable consent to your use of the Website and acceptance of these Terms of Service. We do not knowingly collect any personal data directly from persons under the age of 13.

5-7. Content Posted on Other Websites

The Website may contain hyperlinks or references to other websites outside of our control or operated by third parties. We have not reviewed, and cannot review, all of the material made available through ~~the~~third party websites and webpages to which ~~http://www.icann.org/~~ the Website links, and that link to ~~http://www.icann.org/~~. ICANN does not have any control over those non-~~http://www.icann.org/~~ websites and webpages, and is the Website that we are not responsible for ~~their contents or their~~, nor shall it be liable to you for your access and use. By linking to a non-~~http://www.icann.org/~~ website or webpage, ICANN does not represent or imply that it endorses of any such ~~website or webpage~~.hyperlinks or websites. The appearance on the Website of external hyperlinks to third-party websites, in any form, does not constitute endorsement by us of the opinions or views expressed by any such third-party websites and we do not take responsibility for the accuracy, currency, completeness, or quality of the content contained at such websites. Furthermore, we are not responsible for the quality or delivery of the products or services offered, provided, accessed, or advertised by any third party. As such, we will not be responsible or liable to you in any way for any content, errors, or omissions, or for the results obtained from the use of any information contained in or provided to those third-party sites. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive



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content. ~~ICANN disclaims~~ We disclaim any responsibility for any harm resulting from your use of ~~non-<http://www.icann.org/> third-party~~ websites and webpages.

6-8. Copyright Infringement and Digital Millennium Copyright Act (DMCA) Policy

As ~~ICANN asks~~ we ask others to respect ~~its~~ our intellectual property rights, ~~it respects~~ we respect the intellectual property rights of others. ~~We will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of our or other party's copyrights or other intellectual property rights.~~

If you believe that ~~material located on or linked to by <http://www.icann.org/> violates your~~ your intellectual property is being used on the Website in a way that ~~constitutes~~ copyright, ~~you are encouraged to notify ICANN. ICANN will respond to all such notices, including~~ infringement, please provide our Designated Agent (set forth below) the following information ~~(as required or appropriate by removing the by Section 512(c)(3) of the Digital Millennium Copyright Act):~~

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be ~~infringing material or disabling all links to~~ be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the ~~material~~ in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



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The information specified above must be sent to our Designated Agent, whose contact information is as follows:

ICANN-

Attn: ICANN Legal

12025 Waterfront Drive, Suite 300

Los Angeles, CA 90094

Tel: 310-301-5800

Email: legal-intellectual-property@icann.org

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

Upon receipt of a bona fide infringement notification by the Designated Agent, it is our policy to remove or disable access to the infringing material, notify the user who posted the material that we have removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the service.

If you believe that your content should not have been removed for alleged copyright infringement, you may send our Designated Agent a written counter-notice with the following information:

- Identification of the copyrighted work that was removed, and the location on the Website where it would have been found prior to its removal;
- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party, informing that person that we may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user,



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the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

We will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the our or other party's copyrights or other intellectual property rights ~~of ICANN or others.~~

7.9. Intellectual Property

This Agreement does not transfer from ICANN-us to you any ICANN-of our or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with us. ICANN, the ICANN, <http://www.icann.org/>, the <http://www.icann.org/> logo, and all other trademarks, service marks, graphics and logos used in connection with <http://www.icann.org/>, or the Website are trademarks or registered trademarks of ICANN. ~~Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of~~ organization or other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any ICANN-organization or third-party trademarks.

10. Disclaimer and Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ICANN ORGANIZATION, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, ASSOCIATES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD-PARTY PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, ACCESS TO, OR THE INABILITY TO USE, THE WEBSITE OR ANY MATERIALS CONTAINED IN THE WEBSITE, WHETHER THE MATERIAL IS PROVIDED OR OTHERWISE SUPPLIED BY US OR ANY THIRD PARTY.

If, notwithstanding the other provisions of these Terms and Conditions, we are found to be liable to you for any damages or losses arising out of your use of, access to or inability to use the Website or any material provided or otherwise supplied by us or any third party, our liability shall in no event exceed US \$25.00. Note that some jurisdictions do not allow limitations of liability or may place limitations on our ability to limit its liability to you, so the foregoing limitation may not apply to you.



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The material provided by the Website could include technical inaccuracies or other errors. The availability of the Website may be interrupted due to technical conditions. Your use of the Website is at your risk. We do not warrant that the functional aspects of the Website will be uninterrupted or error-free or that the Website or the servers that make it available are free of viruses or other harmful components. Without limiting the foregoing, everything in the Website is provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Governing Law

This Agreement, and any disputes or claims arising out of or relating to this Agreement, is subject to the laws of the state of California, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

12. Arbitration Agreement

Dispute Resolution and Arbitration

REVIEW THIS SECTION CAREFULLY. AS DESCRIBED BELOW, IT LIMITS: (i) YOUR ABILITY TO LITIGATE CERTAIN CLAIMS IN COURT; (ii) YOUR RIGHT TO HAVE A JURY DECIDE CERTAIN CLAIMS; AND (iii) YOUR ABILITY TO COMBINE CLAIMS AND TO BRING CLAIMS THROUGH CLASS ACTIONS. YOU UNDERSTAND THAT BY USING AND/OR BECOMING A REGISTERED USER OF THE WEBSITE OR SERVICES, YOU CONSENT AND CHOOSE TO HAVE SUCH CLAIMS SUBMITTED TO BINDING ARBITRATION. YOU UNDERSTAND THAT NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

To the fullest extent permissible pursuant to applicable law, you agree that, except as otherwise set forth in this Section, all Claims (defined as any dispute or controversy arising out of or relating to this Agreement, your use of or inability to use the Website, content or services, except the following types of disputes and controversies: (a) any claim seeking to enforce or protect, or concerning the validity of, any of our intellectual property rights; (b) any claim related to, or arising from, allegations of theft, piracy, or unauthorized use; (c) any claim for injunctive relief; and (d) any claim within the jurisdictional limits of the small claims courts) between you and us (and its officers, directors, executives, agents, and employees) shall be resolved through binding arbitration administered by JAMS, pursuant to its Comprehensive Arbitration Rules and Procedures and in



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accordance with the Expedited Procedures in those rules in effect at the time the Claim is filed. Each Claim shall be submitted to a single arbitrator selected through mutual agreement of the parties. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction or application may be made for judicial acceptance of the award and an order of enforcement. Except as otherwise indicated in this Agreement, the arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, and/or enforceability of this Agreement and any terms or documents incorporated herein, including any claim that all or any part of this Agreement, are void or voidable. The arbitration proceedings shall be held in Los Angeles County, California and shall be subject to this Agreement and the laws of the State of California, United States, without regard to conflicts of law provisions thereof. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action (as defined below), or make an award to any person or entity not a party to the arbitration. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

Before you take a dispute to arbitration or to small claims court, you must first contact us in writing and describe: (a) the nature and basis of the Claim or dispute; and (b) the specific relief sought to give us an opportunity to resolve the dispute. Similarly, before we take a dispute to arbitration, we must first attempt to resolve it by contacting you. If we do not reach an agreement to resolve the claim within sixty (60) days from the date such notification is provided, you or we may commence an arbitration proceeding.

If we prevail before the arbitrator, and if we show that you acted in bad faith in bringing your claim, then we may seek to recover the JAMS' fees and expenses of the arbitrator from you.

Class Action Waiver

Each of us expressly agree that any Claim(s) must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of us expressly agree to waive any ability to maintain any Class Action in any forum raising a Claim covered by this Section. Notwithstanding any other provision of this Agreement to the contrary, any Claim, dispute, or controversy alleging that all or part of the Class Action waiver contained in this Section is invalid, illegal, unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.



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8-13. Changes

~~ICANN reserves~~We reserve the right, at its sole discretion, to modify or replace any part of this Agreement. ~~It is your responsibility to check this Agreement periodically for changes.~~ Your continued use of or access to the Website following the ~~posting~~notification of any changes to this Agreement constitutes acceptance of those changes. ~~ICANN- We~~ may also, in the future, offer new services and/or features through the Website (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.

9-14. Termination

~~ICANN-We~~ may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement ~~or your <http://www.icann.org/> account (if you have one)~~, you may simply discontinue using the Website. If you wish to terminate your account (if you have one), please contact globalsupport@icann.org. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10-15. General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with ~~the ICANN Privacy Policy, Standards of Behavior with~~ this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which this ~~website~~Website resides or the country in which you reside); and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

11-16. Miscellaneous

- a. **Modification.** This Agreement may be modified by the posting by ~~ICANN-us~~ of a revised version on the Website.
- b. **No Waiver.** Our failure to enforce, or delay in enforcing, any provision of these Terms of Service will not constitute a waiver of such right. Any waiver must be in writing and signed by both Parties to be legally binding.



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- c. **Severability.** All parts of these Terms of Service apply to the maximum extent permitted by applicable law. If a part of this Agreement cannot be enforced as written, then that part will be replaced with terms that most closely match the intent of the Parties to the extent permitted by applicable law. The invalidity of part of these Terms of Service will not affect the validity and enforceability of the remaining provisions.
- d. **Relationship of the Parties.** Nothing in the Terms of Service creates any partnership, joint venture, franchise, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.
- e. **Assignment.** You may not assign any of your rights under these Terms of Service, and any such attempt will be null and void. We may, in our sole discretion, transfer, delegate, subcontract or assign, without notifying you, any rights or obligations under these Terms of Service.
- f. **Third-Party Beneficiaries.** These Terms of Service are for our benefit and you only, and only we and you may enforce it. The Parties do not intend for these Terms of Service to confer any right or benefit on any third party. No third party may commence or prosecute an action against a Party to these Terms of Service claiming to be a third-party beneficiary of these Terms of Service or any of the transactions contemplated in these Terms of Service.

17. Effective Date of Terms of Service

These Terms of Service are effective and were last updated on 21 May 2018.

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