



## **.biz**

# **The information on this page applies to the registration of the top level domain .BIZ**

## **I. Services**

Cocoa Village Publishing is an authorized reseller of domain registration for TUCOWS/OPENSRS and may provide consultation for you to register a domain name with other registrars providing that the registrar has adequately documented procedures.

## **II. Terms and Conditions**

**A. Acceptable Use Policy.** An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because of the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The acceptable use policy is posted on our web site.

**B. Compliance with Laws.** Customer agrees to abide by, and comply with, all Federal, State and local laws. Cocoa Village Publishing, Inc. is not responsible for the content of the Customer's information, and reserves the right to terminate this contract if the Customer's actions or information content is questioned by Federal, State or local laws.

**C. Mail Abuse Protection.** Cocoa Village Publishing, Inc. reserves the right to use mail abuse protection system to protect our customers.

**D. Severability.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

**E. Entire Agreement.** This contract represents the entire agreement between the two parties concerning the express subject matter hereof. No addition, alteration or moderation hereto and no waiver of any provision hereof shall be valid unless made in writing and executed by both parties. The headings of the paragraphs herein are for convenience only and shall not be used to limit or construe the content thereof. All of the terms, covenants, warranties and representations contained herein shall be binding upon both parties, their heirs and successors.

### **F. IP Claim Service**

Note that registrars may provide agreements that the customer is responsible to understand and agree when participating in domain registration with the registrar. The following agreement information applies to the reseller service by Cocoa Village Publishing on behalf of the registrar known as TUCOWS.

#### ***Notes about IP Claim Service:***

*Phase 1 - IP Claim Service: CLOSED*

*Registrants registering for the IP Claim Service are NOT guaranteed the domain that they file an IP Claim for. They are still required to pre-register for the domain.*

#### ***What it Does***



*The IP Claim Service is designed to help registered and common law trademark and service mark owners protect their valuable intellectual property (IP) rights against potential infringement and cybersquatters during the launch of the .biz registry.*

### **G. Registration Agreement**

Note that registrars may provide registration agreements that the customer is responsible to understand and agree when participating in domain registration with the registrar. The following agreement information applies to the reseller service by Cocoa Village Publishing on behalf of the registrar known as TUCOWS.

**Hereafter Cocoa Village Publishing may be referred to as "RSP" which stands for Registration Service Provider**

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### **Terms Of Use**

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN TUCOWS, INC. ("REGISTRAR") AND YOU, THE OWNER OF A REGISTERED OR COMMON LAW TRADEMARK OR SERVICE MARK ("OWNER") OR THE DULY AUTHORIZED AGENT OF AN OWNER ("AGENT") (COLLECTIVELY, "YOU"). THESE TERMS OF USE ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF USE REGARDING USE OF THE REGISTRAR'S INTELLECTUAL PROPERTY CLAIM SERVICE (THE "SERVICE").

BY SELECTING "I AGREE," BY USING THE SERVICE OR BY SIGNIFYING ACCEPTANCE IN ANY OTHER WAY, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST DISCONTINUE ANY FURTHER USE.

The Service. Registrar provides the Service to holders of both registered and common law trademarks or service marks (collectively "Trademarks"). During the domain name application process, applicants for a .biz domain name ("Applicants") will be notified of an Owner's alleged intellectual property rights in a Trademark if the domain name contained in the domain name application is an exact match of the Trademark identified in an IP Claim (as defined below) submitted by Owner. You may review frequently asked questions regarding the Service by reviewing our FAQs.

Registration, Password and Security. You must provide accurate, complete and current registration information and must update this information promptly if it changes. You represent and warrant that You are at least eighteen (18) years of age or older and are either an Owner or an Agent duly authorized to represent an Owner(s) in connection with the Service and submitting an IP Claim on behalf of an Owner(s). Agent will indemnify and hold harmless Registrar and its officers, directors, employees, agents, affiliates and subcontractors for any claims brought by Owner or Third Parties relating to the use of the Service.

License to Use Data / Privacy. By submitting an IP Claim, You hereby grant Registrar, as well as any of its agents or subcontractors, a limited, royalty-free, non-exclusive worldwide license to use all of the data contained in the IP Claim solely for the purposes of implementing the Service, processing Your IP Claim, notifying Applicants of Your IP Claim, and for notifying You of changes to the Service, for archival purposes.

The IP Claim Process. In order to submit a claim with respect to a Trademark or Trademarks ("IP Claim") through the Service, You must complete an IP Claim form for each Trademark. For each IP Claim, You must submit complete contact information, representative contact information and notification details, and the details regarding the Trademark. You may specify in the representative field that an Agent may receive legal



correspondence regarding the IP Claim. Once You have submitted an IP Claim, you will receive a confirmation email and a claim number. You must retain the claim number for each IP Claim You submit. Registrar will accept IP Claims until July 9, 2001, or such later date as it may determine in its sole discretion ("Close of Phase I") and no IP Claims will be accepted after that date.

From the Close of Phase I until September 25, 2001 ("Phase 2"), or such other later date as Registrar may choose, in its sole discretion, the domain name applications from ICANN-approved registrars ("Applications") will be compared with the database of IP Claims processed through the Service ("IP Claim Database"). For each exact match between an IP Claim in the IP Claim Database and a domain name application, the Registry Operator for .Biz ("Registry Operator") will notify the Applicant that a third party or third parties have submitted an IP Claim for the exact Trademark. The email notification to the Applicant will include, among other things, the information provided by Owner in the IP Claim, instructions on how to proceed with the registration process, and that if selected during the randomized name selection phase ("Name Selection Phase"), the domain name will be placed on a temporary thirty (30) day hold when the Registry goes "live." The Applicant will have the option to proceed with the Application or cancel the Application. If the Applicant does not respond to the email notification, or elects to cancel the Application, the Applicant's domain name application will not be processed during the Name Selection Phase. If the Applicant chooses to proceed with the registration process and the name is selected during the Name Selection Phase, that domain name automatically will be placed on a thirty (30) day "hold period" when the name is registered.

After Name Selection, the Owner will be notified by Registry Operator if an Applicant has successfully registered the domain name. The Owner will then have the option of contacting the Applicant and finding a solution or using the guidelines set forth by a special dispute resolution process called the Start-up Trademark Opposition Policy ("STOP") (formerly referred to as the Start-up Dispute Resolution Policy or "SUDRP") ("information available at <http://www.neulevel.com/countdown/stop.html>, or the Uniform Domain-Name Dispute Resolution Procedures ("UDRP") (information is available at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>).

You will not be notified if there are no Applications that exactly match an IP Claim You submitted in the IP Claim Database.

USE OF THE SERVICE DOES NOT GUARANTEE THAT AN OWNER WILL BE AWARDED THE .BIZ EXTENSION FOR ITS TRADEMARK. AN OWNER THAT WISHES TO OBTAIN A .BIZ EXTENSION FOR ITS TRADEMARK MUST FILE A DOMAIN NAME APPLICATION.

DOMAIN NAME APPLICANTS WILL ONLY BE NOTIFIED OF APPLICATIONS THAT ARE EXACT MATCHES WITH A TRADEMARK IDENTIFIED IN AN IP CLAIM FORM. REGISTRAR WILL NOT VERIFY WHETHER A TRADEMARK CLAIMED ON AN IP CLAIM FORM CORRESPONDS WITH AN ACTUAL, LEGAL OR VALID TRADEMARK, NOR WILL REGISTRAR PROVIDE ANY LEGAL OVERSIGHT OR ADJUDICATION FOR ANY DISPUTED INTELLECTUAL PROPERTY IMPLICATED BY THE SERVICE.

Conduct. You may access and use the Service for lawful purposes only and you are solely responsible for the knowledge and adherence to any and all laws, statutes, rules and regulations pertaining to Your use of the Service. You agree that You will not (i) use the Service to commit a criminal offence or to encourage conduct that would constitute a criminal offence or give rise to a civil liability, or otherwise violate any local state, Federal or international law or regulation; (ii) upload or otherwise transmit any content that You do not have a right to transmit under any law or contractual or fiduciary duty;



(iii)interfere or infringe with any trademark or proprietary rights of any other party; (iv)interfere with the ability of other users to access or use the Service; (v)claim a relationship with or to speak for any individual, business, association, institution or other organization for which You are not authorized to claim such a relationship; (vi)interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or (vii)reproduce, duplicate, copy, use, distribute, sell, resell or otherwise exploit for any commercial purposes any portion of the Service.

**Fees.** As consideration for the Service, You agree to pay Registrar, or its agents or subcontractors, as the case may be, an IP Claim fee for each IP Claim submitted through the Service by credit card through its online payment system. Such fee shall be due immediately and is non-refundable.Registrar, or its agents or subcontractors, may take all remedies to collect fees owed.Registrar, or its agents or subcontractors may require you to submit and pay for each IP Claim individually or it may allow you store up a certain number of IP Claims before submitting them for processing. Once you have stored that number of IP Claims, you may not be able to store any additional IP Claims and may need to submit them for processing and pay the applicable fee before obtaining additional storage space.No refunds are permitted.

**Agents.** You agree that, if Your agent (e.g., an attorney, employee, etc.) submits an IP Claim on Your behalf, You are nonetheless bound as a principal by all Terms of Use herein. Your continued use of the Services shall ratify any unauthorized actions of Your agent. By acting on Your behalf, Your agent certifies that he or she is authorized to use the Service on Your behalf, that he or she is authorized to bind You to these Terms of Use and that he or she has apprised You of these Terms of Use of this Agreement. In addition, You are responsible for any errors made by Your agent. Registrar will not refund fees paid by You or Your agent on Your behalf for any reason, including, but not limited to, in the event that Your agent fails to comply with these Terms of Use, Your agent incorrectly provides information in the IP Claim process or if Your agent changes or otherwise modifies Your IP Claim incorrectly.

**Copyright.** You acknowledge that the Service, any underlying technology used in connection with the Service, and all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data (collectively, the "Content") available within the Service are provided by Registrar or third-party providers and are the copyrighted works of Registrar and/or such third parties. Except as expressly authorized by Registrar or such third parties in these Terms of Use or as may be posted on the Service, You may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Content or the Service, in whole or in part. You may not store any significant portion of any Content or the Service owned by, or licensed to Registrar in any form, whether archival files, computer-readable files, or any other medium. You also may not "mirror" any Content or the Service on any other server. Registrar encourages you to download and print a reasonable number of copies of an IP Claim for non-commercial, internal use only; provided that (i)any permitted copies contain, in unmodified form, any copyright or other proprietary rights notices and an original source attribution to the Service; and (ii)no modifications are made except as may be expressly provided by Registrar.

**Links.** Some links on the Service lead to sites posted by independent site owners. Because Registrar has no control over these sites, it cannot be responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, Registrar shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection



with, use or reliance on any content, goods or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between Registrar and the linked sites.

Disclaimer of Warranty, Limitation of Liability. YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. NEITHER REGISTRAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT WITHIN THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS, "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT.

IN NO EVENT WILL REGISTRAR NOR ITS PARENTS, SUBSIDIARIES, SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT YOUR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM MISTAKES, INACCURATELY ENTERED DATA, UNAUTHORIZED USE, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO INSTITUTIONS RECORDS, PROGRAMS OR SERVICES. YOU AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY REPRESENT A REASONABLE ALLOCATION OF RISK.

IN NO EVENT, SHALL REGISTRAR BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING THE AMOUNT OF FEES PAID BY YOU FOR THE APPLICABLE IP CLAIM.

Indemnification. You agree to indemnify and hold harmless Registrar and its parents, subsidiaries, shareholders, members, officers, directors, employees, affiliates, agents and subcontractors from any claim or demand, including reasonable attorney's fees made by any third party due to or arising out of Your use of the Service, your breach of these Terms of Use, any Content submitted to the Service, or any disputes involving the intellectual property rights of the Trademarks.

Modifications to the Service. Registrar reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Registrar will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Services.

Termination. You may discontinue Your participation in and access to the Service at any time. These Terms of Use will continue to apply to all past use of the Service by You, even if You are no longer using the Service. You acknowledge and agree that Registrar may terminate or block Your use of all or part of the Service without prior notice for any reason, including, without limitation, if Registrar believes You have engaged in conduct prohibited by these Terms of Use. You agree that upon termination or discontinuance for any reason, may delete all information related to You on the Service and may bar Your access to and use of the Service.



**Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its principles of conflicts of law.

**Changes to the Terms of Use.** Registrar reserves the right to modify the Terms of Use at any time and from time to time. Any modifications shall be effective upon the posting of the modified Terms of Use at <http://ipclaims.neulevel.com/legal/conditions.php> [1]. You agree to review these Terms of Use periodically so that You are aware of any modifications. Your continued use of the Service shall be deemed Your acceptance of the modified Terms of Use.

**Severability.** In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

**Third Party Beneficiary.** Registry Operator ("NeuLevel") is an intended third party beneficiary of these Term and Conditions with rights to enforce these Terms of Use. You will cooperate in good faith with NeuLevel or Registrar in investigating instances of non-compliance with these Terms of Use, if NeuLevel or Registrar believes in good faith that you are not in compliance with these Terms of Use.

**Subcontractors.** In the course of providing the IP Claim Service, Registrar may retain independent contractors or assign or subcontract to or otherwise have any third party perform any or all of the IP Claim Service at any time, provided that Registrar shall continue to remain responsible for full performance of any such duties to the same extent as if it had performed the IP Claim Service itself.

**Entire Agreement.** These Terms of Use completely and exclusively state the agreement of the parties regarding the subject matter, and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms of Use.

**Modifications to your Account.** In order to change any of your account information with Registrar, you must use the Account Identifier and Password selected when you opened your account with Registrar. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall Registrar be liable for the unauthorized use or misuse of your Account Identifier or Password.

**Breach.** You agree that failure to abide by an provision of this Agreement, any operating rule or policy or the Dispute Policy provided by Registrar, may be considered by Registrar to be a material breach and that Registrar may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to Registrar, that you have not breached your obligations under the Agreement, then Registrar may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because Registrar did not act earlier in response to that, or any other breach by you.

**No Guarantee.** You acknowledge that reservation of your IP Claim name does not confer immunity from objection to either the registration, reservation, or use of the domain name.





Right of Refusal. Registrar, in its sole discretion, reserves the right to refuse to register or reserve your IP Claim name or register you for other services. You agree that Registrar shall not be liable to you for loss or damages that may result from its refusal to register, reserve or delete your IP Claim. Registrar reserves the right to delete or transfer your IP Claim within a thirty (30) day period following receipt of the application if it believes the IP Claim has been made possible by a mistake, made either by Registrar or by a third party.

I AGREE I ----- DO NOT AGREE

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### **G. Registration Agreement**

Note that registrars may provide registration agreements that the customer is responsible to understand and agree when participating in domain registration with the registrar. The following agreement information applies to the reseller service by Cocoa Village Publishing on behalf of the registrar known as TUCOWS.

Hereafter Cocoa Village Publishing will be referred to as "RSP" which stands for Registration Service Provider

### **Form of Registration Agreement**

**AGREEMENT.** In this Registration Agreement ("Agreement") "you" and "your" refer to the registrant of each domain name registration, "we", "us" and "our" refer to TUCOWS Inc. and "Services" refers to the domain name registration provided by us as offered through ("RSP"). This Agreement explains our obligations to you, and explains your obligations to us for various Services.

**SELECTION OF A DOMAIN NAME.** You represent that: (i) the data provided in the domain name registration application is true, correct, up to date and complete,

(ii) to the best of the your knowledge and belief, neither this registration of a domain name nor the manner in which it is directly or indirectly to be used infringes upon the legal rights of a third party;

(iii) that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever

(iv) the registered domain name will be used primarily for bona fide business or commercial purposes and not (a) exclusively for personal use, or (b) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation;

(v) you have the authority to enter into this Registration Agreement; and

(vi) the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.

**FEES.** As consideration for the Services you have selected, you agree to pay the RSP the applicable service(s) fees. All fees payable hereunder are non-refundable. As further



consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). By submitting this Agreement, you represent that the statements in your Application are true, complete and accurate.

**TERM.** This Agreement shall remain in full force during the length of the term of your domain name registration(s) as selected, recorded, and paid for upon registration of the domain name. Should you choose to renew or otherwise lengthen the term of your domain name registration, then the term of this Registration Agreement shall be extended accordingly. Should the domain name be transferred to another Registrar, the terms and conditions of this contract shall cease.

**MODIFICATIONS TO AGREEMENT.** You agree that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. You agree to be bound by any such revision or change which shall be effective immediately upon posting on our web site or upon notification to you by e-mail or your country's postal service pursuant to the Notices section of this Agreement. You agree to review this Agreement as posted on our web site periodically to maintain an awareness of any and all such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or postal service pursuant to the Notices section of this Agreement. Notice of your termination shall be effective after processing by us. You agree that, by continuing the use of Services following notice of any revision to this Agreement or change in service(s), you shall be bound by any such revisions and changes. You further agree to be bound by the ICANN Uniform Dispute Resolution Policy ("Dispute Policy") as presently written and posted on <http://www.opensrs.org/legal/udrp.shtml> and as shall be amended from time to time. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.

**MODIFICATIONS TO YOUR ACCOUNT.** In order to change any of your account information with us, you must use your Account Identifier and Password that you selected when you opened your account with us. You agree to safeguard your Account Identifier and Password from any unauthorized use. In no event shall we be liable for the unauthorized use or misuse of your Account Identifier or Password.

**DOMAIN NAME DISPUTE POLICY.** If you reserved or registered a domain name through us, or transferred a domain name to us from another registrar, you agree to be bound by the Dispute Policy that is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found at <http://www.opensrs.org/legal/udrp.shtml>. Please take the time to familiarize yourself with this policy.

**DOMAIN NAME DISPUTES.** You acknowledge having 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: (i) The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy"), available at <http://www.icann.org/udrp/udrp.htm>;

(ii) The Start-Up Dispute Resolution Policy ("SUDRP"), available at <http://www.neulevel.com/countdown/stop.html>; and

(iii) The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available at <http://www.neulevel.com/>;





(collectively, "Dispute Policies").

The SUDRP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Neulevel, Inc. ("Registry Operator") or Tucows over the registration or use of a .biz domain name registered by you that is subject to the Start-up Intellectual Property Notification Service ("SIPNS"). SIPNS is a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the SUDRP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers.

The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be endorsed on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider.

**POLICY.** You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Tucows, Registry Operator, ICANN or government-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN or government-adopted policy, (1) to correct mistakes by us or the applicable Registry in registering the name or (2) for the resolution of disputes concerning the domain name.

**AGENCY.** Should you intend to license use of a domain name to a third party you shall nonetheless be the domain name holder of record and are therefore responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name. You shall accept liability for harm caused by wrongful use of the domain name. You represent that you have provided notice of the terms and conditions in this Agreement to a third party licensee and that the third party agrees to the terms hereof.

**LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). Neither we nor our contractors or third party beneficiaries shall be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data miss-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including



negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$500.00) dollars.

**INDEMNITY.** You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors, affiliates and third party beneficiaries harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the Service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances shall be a breach of your Agreement and may result in deactivation of your domain name.

**BREACH.** You agree that failure to abide by any provision of this Agreement, any operating rule or policy or the Dispute Policy provided by us, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

**NO GUARANTY.** You acknowledge that registration or reservation of your chosen domain name does not confer immunity from objection to either the registration, reservation, or use of the domain name.

**DISCLAIMER OF WARRANTIES.** You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We 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. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

**INFORMATION.** As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. You are obliged to provide us the following information: (i) Your name and postal address (or, if different, that of the domain name holder);

(ii) The domain name being registered;

(iii) The name, postal address, e-mail address, and voice and fax (if available) telephone



numbers of the administrative contact for the domain name;

(iv) The name, postal address, e-mail address, and voice and fax (if available) telephone numbers of the billing contact for the domain name.

Any other information, which we request from you at registration, is voluntary. Any voluntary information we request is collected for the purpose of improving the products and services offered to you through your RSP.

**DISCLOSURE AND USE OF REGISTRATION INFORMATION.** You agree and acknowledge that we will make domain name registration information you provide available to ICANN, to the registry administrators, and to other third parties as applicable. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some, or all, of the domain name registration information you provide, for purposes of inspection (such as through our WHOIS service) or other purposes as required or permitted by ICANN and applicable laws. You hereby consent to any and all such disclosures and use of information provided by you in connection with the registration of a domain name (including any updates to such information), whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by us.

You may access your domain name registration information in our possession to review, modify or update such information, by accessing our domain manager service, or similar service, made available by us through your RSP.

We will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations which we describe in this Agreement.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized accessor disclosure, alteration or destruction of that information.

**REVOCATION.** Your wilful provision of inaccurate or unreliable information, your wilful failure promptly to update information provided to us, or your failure to respond for over fifteen (15) calendar days to inquiries by us concerning the accuracy of contact details associated with the your registration shall constitute a material breach of this Agreement and be a basis for cancellation of the domain name registration.

**RIGHT OF REFUSAL.** We, and/or Registry Operator, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Services. In the event we do not register or reserve your domain name or register you for other Services, or we delete your domain name or other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services. We reserve the right to delete or transfer your domain name following registration if we believe the registration has been made possible by a mistake, made either by us or by a third party. We also reserve the right to suspend a domain name during resolution of a dispute.

**SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.



**NON-AGENCY.** Nothing contained in this Agreement or the Dispute Policies shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

**NON-WAIVER.** Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**NOTICES.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via postal service. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. In the case of e-mail, notifications must be sent to us at [lhutz@tu cows.com](mailto:lhutz@tu cows.com), or in the case of notification to you, to the e-mail address provided by you in your WHOIS record. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us or to RSP shall be sent to: Our address:

TUCOWS Inc. 96 Mowat Avenue Toronto, Ontario M6K 3M1 Attention: Legal Affairs

and in the case of notification to you shall be to the address specified in the "Administrative Contact" in your WHOIS record.

**ENTIRETY.** You agree that this Agreement, the rules and policies published by us and the Dispute Policy are the complete and exclusive agreement between you and us regarding our Services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**GOVERNING LAW.** This Agreement shall be governed by and interpreted and enforced in accordance with the LAWS OF Province of ontario and the FEDERAL LAWS OF canada applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in ontario and you irrevocably consent to the jurisdiction of such courts.

**INFANCY.** You attest that you are of legal age to enter into this Agreement.

**Acceptance of Agreement.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.



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#### **Links**

[1] <http://ipclaims.neulevel.com/legal/conditions.php>