

# **Terms of Use**

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In addition to the Site Terms, when you register a domain name in an Amazon Registry TLD or use any current or future Amazon Registry services, content, or other materials (collectively, the "Amazon Registry Services") you will also be subject to the <u>Acceptable Use and Anti-Abuse Policy</u>, the <u>Customer Agreement</u>, the <u>Service Terms</u>, and the TLD policies (as applicable) including the Sunrise Registration Policy, Limited Registration Period Policy or GA Registration Policy, the <u>Amazon Registry Privacy Notice</u> and the <u>Amazon.com Conditions of Use</u> (collectively, the "Terms"). If these Site Terms contradict the Terms, the Terms will control.

You agree that by visiting the Sites or using the Amazon Registry Services, you are entering a legally binding agreement between you and us regarding your use of the Sites or Amazon Registry Services.

## **PRIVACY**

Please review our <u>Privacy Notice</u>, which also governs your use of the Sites, to understand our practices.

### **ELECTRONIC COMMUNICATIONS**

When you use any of the Sites, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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# COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may submit suggestions, ideas, comments, questions, or other information, so long as the submitted content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of submitted content. Amazon Registry reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

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## **OTHER BUSINESSES**

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### **DISPUTES**

Any dispute or claim against Amazon Registry relating in any way to your use of any Site, to any domain name you have registered in an Amazon Registry TLD, or to any other service offered by Amazon Registry will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Site Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, ARSI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

#### APPLICABLE LAW

By using any Amazon Registry Site, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Site Terms and any dispute of any sort that might arise between you and Amazon Registry.

# SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on the Site. These policies also govern your use of Amazon Registry Sites and Amazon Registry TLDs. We reserve the right to make changes to our Sites, policies, Terms, and these Site Terms at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **OUR ADDRESS**

Amazon Registry Services, Inc. P.O. Box 81226 Seattle, WA 98109-1226 www.amazonregistry.com

## **How to Serve a Subpoena**

Amazon Registry accepts service of subpoenas or other legal process only through Amazon's national registered agent, Corporation Service Company (CSC). Subpoenas or other legal process may be served by sending them to CSC at the following address:

Amazon Registry Services, Inc.
Corporation Service Company
300 Deschutes Way SW, Suite 304
Tumwater, WA 98501
Attn: Legal Department - Subpoena

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request.

# Notice and Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement and is on a site hosted by Amazon Registry, please submit your complaint to ARSI-DMCA@amazon.com. We respond quickly to the concerns of rights owners about any alleged infringement.

Please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Amazon Registry's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent
Amazon.com Legal Department
Attn: Amazon Registry Services
2021 7<sup>th</sup> Avenue
Seattle, WA 98121
phone: (206) 646-8669

phone: (206) 646-8669 fax: (206) 946-7702

email: ARSI-DMCA@amazon.com

Please note that this procedure is exclusively for notifying Amazon Registry that your copyrighted material has been infringed.