# Automattic Domain Name Registration Agreement

**1. Binding Agreement.** This is a binding agreement ("Agreement") between Automattic Inc. ("we," "us," "Automattic"), which provides domain name registration services ("Services") and the person or entity registering a domain name(s) through Automattic, your agents, or anyone using the account on your behalf ("Registrant," "you"). Any reference to "Registry" or "Registry Operator" shall refer to the registry administrator of the applicable top-level domain ("TLD"). Your use of any domain name you register with us is subject to this Agreement, the policies of The Internet Corporation for Assigned Names and Numbers ("ICANN"), and the policies of the respective Registry for the domains you register (collectively, the "Terms"). If you do not accept these Terms or are not of legal age to enter into this Agreement, you are not authorized to use our Services.

**2. Domain Name Registration.** Domain name registrations are for a limited term, until the expiration date. A domain name will be deemed active when the relevant Registry accepts your application and activates your domain name registration or renewal. We cannot guarantee that you will obtain a desired domain name, even if an inquiry indicates that a domain name is available at the time of application. We are not responsible for any inaccuracies or errors in the domain name registration or renewal process.

**3. Required Domain Name Registration Information.** As part of the domain name registration process and in accordance with ICANN policies, you are required to submit complete and accurate information, including the following (collectively, the "Registration Information"):

- The domain name requested;
- Your name, postal address, email address, telephone number, and where available, fax number;
- Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain name;
- Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain name;
- Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain name; and
- The names of the primary and secondary nameserver(s).

Please note that in most cases, the contact information you provide as part of our domain registration process will be used as your administrative contact, technical contact, and billing contact. This contact information can be updated at any time, as described here.

In some cases, the Registration Information may differ from the WordPress.com account holder's information. When that is the case, we consider the administrative contact in the domain's WHOIS records (the contact information provided on WordPress.com as part of your Registration Information) to be the owner of the domain, with full authority to manage the domain.

You represent that you have obtained consent from any third party individuals whose personal data you have provided as Registration Information, and have notified the third party of the required disclosures and obtained the third party's consent to such disclosure.

Failure to supply accurate and complete Registration Information will constitute a material breach of this Agreement and may result in the cancellation of your domain name registration.

**4. Information Updating and Accuracy.** As a condition to the continued registration of your domain name, you must provide us with updated Registration Information within seven (7) days of any changes to such information. If you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Agreement and we may in our sole discretion cancel your domain registration. Your failure to respond within fifteen (15) days to any inquiry of ours concerning the accuracy of your Registration Information, or to contact us immediately upon discovery of any willful inaccuracy associated with your domain name registration, shall also constitute a material breach of this Agreement and may result in the cancellation of your domain name registration.

**5. Privacy Protection.** Some of your Registration Information will automatically be made public via WHOIS records, unless you enable Privacy Protection. If you have subscribed to Privacy Protection, these terms apply and you agree to abide by these terms. Please see the terms for more information about our Privacy Protection service.

**6. Account Security.** When you create an account for any of our Services, you agree to provide us with complete and accurate information, and to keep your account information current. You are responsible for keeping your account secure and for any activity that occurs on your account. Please notify Automattic of any unauthorized uses of your account or any other breaches of security. Automattic is not responsible or liable for your acts or omissions.

**7. Personal Data.** We will take reasonable precautions to protect your personal data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Further, we will use your personal data to provide domain name registration services and support, monitor and protect the security of our services, detect and prevent fraudulent transactions and other abuse, assist with marketing and advertising efforts (for example, to monitor and analyze trends or to contact you about promotional offers), and as otherwise outlined in our Privacy Policy. You hereby consent to having your personal data used and shared with Registry Operators and trusted third parties for these purposes. Please see our Privacy Policy for additional information regarding our data handling practices.

You agree and acknowledge that we will make available your Registration Information, in whole or in part, to ICANN, to the applicable Registry Operators, and to other third parties, including law enforcement, as applicable laws may require or permit. Additionally, as required by ICANN, this information must be made publicly available in WHOIS records. The Registry Operator also may be required to make this information publicly available in WHOIS records. Both Automattic and the Registry Operator may be required to archive this information with a third-party escrow service.

Additionally, you acknowledge and agree that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available.

Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits, and restrictions on disclosure or 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. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise from such disclosure or use of your Registration Information.

We will not process Registrant's information in a way that is incompatible with the purposes outlined in this agreement.

**8. Domain Name Expiration.** If you do not renew your domain name registration on time, it will expire and become inaccessible to you. In the event that you fail to renew the domain name in a timely fashion, the registration will expire and we may, at our discretion, elect to assume the registration and may hold it in our account, delete it, or sell it to a third party. You acknowledge and agree that your right and interest in a domain name ceases upon its expiration. You are solely responsible for renewing its registration in a timely manner.

It may be possible to reclaim your domain name registration for an additional fee after it has expired, but there is no guarantee that it will still be available.

**9. Variable Pricing.** You understand that fees for domain registrations and renewals may vary. This means that:

- Domains in different TLDs (for example, .blog vs. .com) may be priced differently;
- Domains in the same TLD may be priced differently (for example, premium domain names may cost more to register and/or renew than other domains in that TLD); and
- The renewal fee for a domain may differ from the registration fee for that same domain.

**10. Payment & Automatic Renewals.** Timely payment of fees is a precondition to your domain name registration. All fees are non-refundable, unless expressly noted, even if your domain name registration is suspended, cancelled, or transferred prior to the end of your current registration term. You are required to provide us with accurate and current payment information in order to process your domain name registration.

To prevent you from losing your domain name registration, automatic renewal is enabled on all registrations with current payment information. You authorize us to collect the then-applicable annual registration fee (as well as any taxes that we have the legal obligation to collect or pay) using any credit card or other payment mechanism we have on record for you. We may collect fees one month before the end of the registration period to allow for time to address any potential billing issues. You can turn off automatic renewal for your domain name registration or plan by choosing the option to cancel.

If we are unable to collect all fees through your selected payment method or if we receive notification of a chargeback, reversal, or payment dispute, or are charged any penalty for a fee for your Service, we may, without notice, cancel your Service and/or pursue all available remedies to obtain payment for fees and additional fees incurred.

**11. Domain Name Transfers and Cancellations.** You agree that prior to transferring ownership of the domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing, to be bound by all the terms and conditions of this Agreement. If the Transferee fails to be bound in a reasonable fashion (as determined by Automattic in its sole discretion) to the terms and conditions in this Agreement, any such transfer will be null and void. Registrant and Transferee both authorize Automattic to act as their Designated Agent to approve a Change of Registrant on their behalf, as stipulated by ICANN's Transfer Policy.

Please be aware that once you cancel your domain name registration there is no guarantee that you will be able to register it elsewhere. If you wish to transfer your domain name registration to another registrar, do not cancel your registration. Note that you can only transfer a domain name after the mandatory 60 day waiting period required by ICANN, and your transfer will be governed by ICANN's Transfer Policy.

**12. ICANN Required Disclosures.** A summary of your rights and responsibilities as a domain name registrant under ICANN's 2013 Registrar Accreditation Agreement can be found <u>here</u>. You can learn more about domain name registration generally <u>here</u>.

**13. Licensing.** If you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name Registrant, and remain responsible for strict compliance with this Agreement, including but not limited to payment obligations, and providing and updating accurate Registration Information. Further, you accept liability for any actions of the licensee using the domain name unless you disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm within seven (7) days.

**14. Regulated TLDs.** "Regulated TLDs" include: .accountants, .associates, .band, .capital, .care, .cash, .city, .claims, .clinic, .cloud, .credit, .degree, .dental, .digital, .discount, .engineer, .engineering, .exchange, .finance, .financial, .fitness, .fund, .games, .gratis, .healthcare, .insure, .investments, .lease, .legal, .limited, .loans, .market, .mba, .media, .mortgage, .news, .online, .pictures, .reise, .reisen, .sale, .school, .schule, .show, .software, .tax, .theater, .tours, .town, .toys, .vet, and .video.

If you register a domain name in a regulated TLD, you are subject to these additional requirements:

- You 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.
- If you collect and maintain sensitive health and financial data, you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

**15. Highly Regulated TLDs.** "Highly Regulated TLDs" include: .attorney, .bingo, .casino, .creditcard, .dentist, .doctor, .fail, .gmbh, .gripe, .lawyer, .sarl, .surgery, .university, and .wtf.

If you register a domain name in a Highly Regulated TLD, you are subject to these additional requirements:

- You must comply with the requirements for Regulated TLDs.
- You will provide 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.
- You represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such

Highly Regulated TLD.
- You will report any material changes to the validity of your authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly Regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve.

**16. Special Safeguard TLDs.** "Special Safeguard TLDs" include: .airforce, .army, and .navy. If you register a domain name in a Special Safeguard TLD, you are subject to these additional requirements:

- You must comply with the requirements for Regulated TLDs and Highly Regulated TLDs.
- You agree to take reasonable steps to avoid misrepresenting or falsely implying that you or your 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.

**17. Breach.** You agree that failure to abide by any provision of this Agreement, any ICANN, Registry, URDP or dispute operating rule or policy, may be considered a material breach, and that Automattic may provide written notice, describing the breach, to you. If you fail to provide evidence (reasonably satisfactory to Automattic) that you have not breached your obligations under this Agreement within fifteen (15) calendar days of the date of such notice, we may delete the domain name registration. Any such breach by Registrant shall not be deemed to be excused simply because Automattic did not act earlier in response to any breach by Registrant.

**18. Right to Suspend or Disable.** We shall have the right, at our sole discretion and without liability to you, to suspend or cancel your domain name, or to restrict or suspend your account and/or ability to register domain names, in but not limited to, the following circumstances:

- If you breach this Agreement.
- If you use a domain name for unlawful purposes or in furtherance of illegal activities.
- If you engage in distributing malware, abusively operating botnets, or spam; phishing, identity theft, pharming, hacking, fast-flux techniques, piracy, trademark or copyright infringement, counterfeiting, or fraudulent or deceptive practices.
- If you engage in "domain tasting" or otherwise register and cancel an excessive number of domains, as determined by us in our sole discretion. If we determine that you have been engaging in this type of activity, we may withhold refunds or refuse your cancellation or refund altogether.
- If we believe that you are using WHOIS Privacy Protection to conceal involvement with illegal, illicit, objectionable or harmful activities.

- When required by law, government rules, court orders, or legal process.
- If you fail to provide payment or accurate contact or billing information.
- In the event there was an error in the registration process for a domain name.
- As required by ICANN or any applicable Registry.
- To resolve any and all third party claims including but not limited to ICANN's or a Registry's dispute resolution policy or process.
- To protect the integrity and stability of Automattic and any applicable Registry.
- To avoid financial loss and any liability, civil or criminal.

Automattic may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately.

**19. Your Representations.** You represent and warrant that to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party or is illegal in any way. This means that the domain name is not being registered for use in a way that would violate the legal rights of others, for example, by registering a domain name that violates a trademark or copyright owned by someone other than you.

**20. Correction of Mistakes, Dispute Resolution.** You agree that your domain name registration shall be subject to suspension, cancellation, or transfer pursuant to any ICANN Specification or Policy, or pursuant to any Automattic or Registry Operator policy not inconsistent with any ICANN Specification or Policy, to correct mistakes by Automattic or the Registry Operator in registering the name, or for the resolution of disputes concerning the domain name. You further agree to be bound by the domain name dispute resolution policy ("Dispute Policy") applicable to the domain name that you have selected, including ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), which can be found here.

In the event a domain name dispute arises between you and any third party, you will indemnify and hold Automattic harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. For the adjudication of disputes concerning or arising from use of the domain name, the Registrant agrees to submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registrant's domicile, (2) where Automattic is located, and (3) where the Registry operator is located (for example, the UK for .uk).

The Dispute Policy may be modified at any time by ICANN (or an applicable Registry Operator), and the continued registration of your domain name with Automattic after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Agreement. If you do not agree to any of such changes, you may request that your domain name registration be cancelled or transferred to a different registrar.

**21. Notices.** Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via email or via regular mail. In the case of email, valid notice shall only have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender. Email notification to Automattic must be sent to registrar[at]automattic.com. Any notice to Registrant will be sent to the administrative contact email address provided by Registrant in the WHOIS record. Any email 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 five (5) business days after the date of mailing postal notices to Automattic at:

9450 SW Gemini Dr #63259
Beaverton, OR 97008-7105

**22. Disclaimer of Warranties.** Except for the express warranties in this Agreement, Automattic does not make any other warranty of any kind, whether express, implied, statutory or otherwise, including warranties or merchantability, fitness for a particular purpose, and non-infringement. Automattic is not responsible or liable for the deletion of or failure to store any content and other communications maintained or transmitted through the use of the domain name registration service. Automattic does not warrant that the domain name registrations service will be error free or uninterrupted. The domain name registration service is not intended for high risk activities.

**23. Limitation of Liability.** Registrant agrees that Automattic's entire liability, and Registrant's exclusive remedy, with respect to the domain registration service provided under this Agreement and any breach of this Agreement is solely limited to the amount Registrant paid for the initial registration of the domain name. Automattic, ICANN, and the applicable Registry shall not be liable for any lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the extent permitted by law.

**24. No Guarantee.** You acknowledge that registration of a chosen domain name does not confer immunity from objection to the registration, reservation, or use of the domain name.

**25. Indemnification.** You shall indemnify and hold harmless Automattic and/or the relevant Registry Operator, and its directors, officers, employees, agents, affiliates, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration and use.

**26. Force Majeure.** Registrant acknowledges and agrees that neither Automattic nor the applicable Registry shall be responsible for any failures or delays in performing the respective obligations hereunder arising from any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms, typhoons and floods.

**27. No Third Party Beneficiaries.** This Agreement shall not be construed to create any obligation by either Automattic or Registrant to any non-party to this Agreement. Enforcement of this Agreement, including any provisions incorporated by reference, is a matter solely for the parties to this Agreement.

**28. Governing Law**. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in San Francisco County, California.

**29. No Class Actions.** You may resolve disputes with us only on an individual basis; you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted.

**30. Updates to this Agreement.** We reserve the right to update this Agreement from time to time to reflect new changes, policies, and restrictions on domain name registrations as determined by us, and/or as required by ICANN or any Registry Operators. If we make material changes, we will let you know by, for example, posting a notice in your account or on our site, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new Terms will take effect. If you do not agree to the new Terms, then you must stop using our Services within the designated notice period, otherwise your continued use of our Services will constitute your acceptance of any updated Terms and will be subject to the new Terms going forward.

If you do not agree to any change, you may request that your domain name be cancelled or transferred to a different registrar, and agree that such cancellation or transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

**31. Term of Agreement and Survival.** This Agreement takes effect from the date you register a domain name via Automattic, for as long as you maintain that registration with us. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

**32. Other Agreements and Policies**. In the event that this Agreement may be inconsistent with any term, condition, policy or procedure of an applicable Registry, the term, condition, policy or procedure of the applicable Registry shall prevail. In all other cases, the terms of this Agreement govern.

**33. Abuse.** To report a domain name for abuse or infringement of trademarks (or other rights), please email domainabuse[at]automattic.com.

**34. TLD-Specific Terms and Policies.** These Registry terms and policies also apply. Please visit our Registry Policies page to review the respective Registry's terms and policies that apply to your domain registration. You are responsible for monitoring the Registry's site on a regular basis.

The following additional terms and conditions apply if you register any of these domain names:

**.be Domains:** You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by Registry policies and any pertinent rules or policies that exist now or in the future and which are posted on the Registry website. Registrant is responsible for monitoring the Registry's site on a regular basis. In the event that you do not wish to be bound by a revision or modification to any Registry policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

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 .be 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 here.

**.biz Domains:**

- Registrations in the .biz top-level domain must be used or intended to be used primarily for bona fide business or commercial purposes. For the purposes of the .biz registration restrictions, "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:
    - to exchange goods, services, or property of any kind;
    - in the ordinary course of business; or
    - to facilitate:
        - the exchange of goods, services, information or property of any kind;
        - the ordinary course of trade or business.

For more information on the .biz restrictions, which are incorporated herein by reference, please see this page.

- Selection of a Domain Name. You represent that:
  - the data provided in the domain name registration application is true, correct, up to date and complete, and that you will continue to keep all of the information provided correct, up-to-date and complete;
  - 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;
  - that the domain name is not being registered for nor shall it at any time whatsoever be used for any unlawful purpose whatsoever;
  - the registered domain name will be used primarily for bona fide business or commercial purposes and not
    - exclusively for personal use, or
    - solely for the purposes of
      - selling, trading or leasing the domain name for compensation, or
      - the unsolicited offering to sell, trade or lease the domain name for compensation;
    - you have the authority to enter into this Registration Agreement; and
    - the registered domain name is reasonably related to your business or intended commercial purpose at the time of registration.
  - Provision of Registration Data. As part of the registration process, you are required to provide us with certain information and to keep the information true, current, complete, and accurate at all times. The information includes the following:
    - your full name;
    - your postal address;
    - your e-mail address;
    - your voice telephone number;
    - your fax number (if applicable);
    - the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation
    - the IP addresses of the primary nameserver and any secondary nameserver for the domain name;
    - the corresponding names of the primary and secondary nameservers;
    - the full name, postal address, e-mail address, voice telephone number, and, when available, fax number of the administrative, technical, and billing contacts, and the name holder for the domain name; and
    - any remark concerning the domain name that should appear in the Whois directory.
    - You agree and understand that the foregoing registration data will be

publicly available and accessible on the Whois directory as required by ICANN and/or registry policies, and may be sold in bulk in accordance with the ICANN agreement.

- 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:
  - The Uniform Domain Name Dispute Resolution Policy ("Dispute Policy), available <u>here</u>;
  - The Restrictions Dispute Resolution Criteria and Rules ("RDRP"), available <u>here</u>; (collectively, the "Dispute Policies").

- The Dispute Policy sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry 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.
- For the adjudication of disputes concerning or arising from use of the domain name, the Registrant shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts:
  - of the Registrant's domicile, and
  - where Automattic is located.

**.ca Domains:**

- 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, which is incorporated herein and made a part of this Agreement by reference. The current version of the Dispute Policy may be found <u>here</u>. Please take the time to familiarize yourself with this policy.
- Registry Policy. You agree that your registration of the domain name shall be subject to suspension, cancellation, or transfer pursuant to any Registry-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with a Registry adopted policy, to correct mistakes by Automattic or the Registry in registering the name or for the resolution of disputes concerning the domain name.
- Transfer of Ownership. Any transfer of ownership in and to a domain name registration shall be affected in accordance with registry policies and procedures.
- Registry Agreement and Policy. You acknowledge and understand that by accepting the terms and conditions of this agreement you shall be bound by the Registry's Registrant Agreement, the Registry's policies and any pertinent rules or policies that exist now or in the future and which are posted on the <u>Registry website</u>. You are responsible for monitoring the Registry's site on a regular basis. In the event that you

do not wish to be bound by a revision or modification to any Registry agreement or policy, your sole remedy is to cancel your domain name registration by following the appropriate Registry policy regarding such cancellation.

- You acknowledge and agree that the Registry shall not be liable to you for any loss, damage, or expense arising out of the Registry's failure or refusal to register a domain name, it's failure or refusal to renew a domain name registration, it's registration of a domain name, it's failure or refusal to renew a domain name registration, it's renewal of a domain name registration, it's failure or refusal to transfer a domain name registration, it's transfer of a domain name registration, it's failure or refusal to maintain or modify a domain name registration, it's maintenance of a domain name registration, it's modification of a domain name registration, it's failure to cancel a domain name registration or it's cancellation of a domain name registration from the Registry.

**.info Domains:** You agree to submit to proceedings under ICANN's Uniform Domain Dispute Policy ("UDRP") and comply with the requirements set forth by the Registry, which are subject to modification. For the adjudication of disputes concerning or arising from use of the domain name, you shall submit, without prejudice to other potentially applicable jurisdictions, to the judicial district in which you reside or any judicial district in which Automattic may be found. You also agree to the Afilias Inc. Acceptable Use and Anti-Abuse Policy and consent to the use, copying, distribution, publication, modification, and other processing of your personal data by Afilias, the .INFO registry, and its designees and agents, in a manner consistent with the purposes specified pursuant to its contract.

Automattic and Afilias expressly reserve the right to deny, cancel, transfer, or modify any registration that either Automattic or Afilias deems necessary, at its discretion, to protect the integrity and stability of the registry, to comply with any applicable law, any government rule or requirement, any request of law enforcement, any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Automattic and/or Afilias, as well as their affiliates, subsidiaries, executives, directors, officers, managers, employees, consultants, and agents. Automattic and Afilias also reserve the right to suspend a domain name or its registration data during resolution of a dispute.

**.nl Domains:** Registration of a .nl domain name is unrestricted save and except that applicants who are not based in the Netherlands or who do not have a registered address in the Netherlands must provide an address in the Netherlands where written documents can be sent to the applicant and where legal summonses can be served. You agree to be bound by the policies of the Registry including but not limited to the Registry's Registration Regulations. English language translations of the Registry's documents are provided for convenience and may be found here. You agree that, if the registration or reservation of

your domain name is challenged by a third party, you will be subject to the provisions specified by the Registry or any court of law. The current .nl dispute resolution policy and procedures can be found here.

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