

## **TERMS OF USE FOR REGISTRY SERVICES PROVIDER PORTAL AND REGISTRY SERVICES TESTING SYSTEM 2.0**

These Terms of Use (“Terms”) govern your access to and use of the ICANN Registry Services Provider (“RSP”) Portal and the ICANN Registry Services Testing (“RST”) System. Please read these Terms carefully.

By clicking the “I Agree” button, accessing or using the RSP Portal and the RST System you consent to the use of such button as your electronic signature and that these electronic Terms form a legally binding agreement between you and ICANN with the same legal force and effect as a written agreement. You further acknowledge and agree to these Terms, and agree to comply with your obligations set forth below. If you do not agree to these Terms, do not access or proceed to any further use of the RSP Portal and/or the RST System.

If you are using the RSP Portal and/or the RST System as an authorized user or agent of an RSP Applicant or Registry Services Technical Evaluator (as these terms are defined below), you represent and warrant that you (1) are an authorized representative of such RSP Applicant or Registry Services Technical Evaluator; (2) are legally authorized to act in the name and on behalf of such RSP Applicant or Registry Services Technical Evaluator; (3) acknowledge and agree that you are also binding such RSP Applicant or Registry Services Technical Evaluator that you represent under these Terms; (4) have the requisite legal authority to submit material you send or upload to the RSP Portal and/or RST System, and can legally bind the RSP Applicant and/or Registry Services Technical Evaluator to these Terms; and (5) are authorized to receive confidential information or material on the RSP Applicant’s or Registry Services Technical Evaluator’s behalf.

### **1. DEFINITIONS**

“Personal Information” is defined in the [ICANN Privacy Policy](#).

“RSP Applicant” means the organization designated as the “applicant” in the Registry Services Provider application submitted or to be submitted by the User using the RSP Portal.

“Registry Services Technical Evaluator” means any organization, other than the RSP Applicant, from the Third-Party Technical Evaluation Panel, that is provided access to the RSP Portal for the purpose of evaluating the technical components of a RSP application as set forth in the RSP Handbook.

“RSP Evaluation Program” refers to the program that is part of the New gTLD Program: Next Round that provides to testing and evaluation of a RSP to ensure that it meets certain technical and operational requirements and allows a successfully evaluated RSP to then be identified by a registry operator applicant in the Next Round as described in the RSP Handbook.

“RST System” means the ICANN registry testing system used to test and establish the application interface protocol connections for testing and validating the RSP Applicant registry system as part of the RSP Evaluation Program.

“You,” “Your,” or “Authorized User” means the authorized representative or agent of the RSP Applicant that participates in the RSP Evaluation Program and/or other relevant Registry Services Technical Evaluator, and that has registered as a user of the RSP Portal and/or RST System, including an agent or representative of the RSP Applicant or the Registry Services Technical Evaluator.

## 2. USE LICENSE

2.1. Access Right. When you register as an Authorized User of the RSP Portal and/or the RST System, and subject to your compliance with these Terms, you are granted a limited, nontransferable, nonexclusive permission to access the RSP Portal and/or the RST System (as applicable) and use the available services and functionality solely for your business purposes related to the RSP Evaluation Program (“Permitted Purpose”). No right or license to any underlying software, code, or other technology is granted to you under these Terms. This right is limited to access and use of the RSP Portal and/or RST System, as applicable, solely in connection with the Permitted Purpose.

2.2. Scope of Access and Use. The RSP Portal and RST System may be used only by an RSP Applicant or Registry Services Technical Evaluator and their authorized employees or representatives as Authorized Users subject to compliance with these Terms. The RSP Portal and RST System may be used solely in connection with the RSP Evaluation Program. All other uses are prohibited. You are also prohibited from sharing or allowing or enabling another individual or organization to use your login credentials to access or use the RSP Portal and/or RST System.

2.3. Login Credentials. You are prohibited from allowing or enabling another individual or organization to access or use the RSP Portal or RST System using your login credentials. You are responsible for maintaining the confidentiality of your login credentials, and for the security of your computer access to the RSP Portal and/or RST System. If you fail to secure your access credentials, you will remain responsible and liable for any use or activity of the RSP Portal or RST System using your log-in access (including any violations of these Terms or damages caused). If your credentials are compromised, you agree to immediately change your password and to promptly (and in any event, within one business day) notify ICANN of such compromise in writing to [globalsupport@icann.org](mailto:globalsupport@icann.org) and to cooperate with ICANN to take reasonable steps to minimize the incident, including changing your login credentials, as may be required.

2.4. Restrictions. You are prohibited from and must not: (a) reverse engineer, disassemble, decompile or otherwise attempt to access or determine RSP Portal and/or RST System source code; (b) permit any unauthorized access or use of the RSP Portal and/or RST System, or any part thereof, by any third party; (c) engage in any misuse, malicious or illegal behavior in connection with access or use of the RSP Portal and/or RST System (including without limitation, submitting malicious code or engaging in other activity designed to compromise the availability, security or data of the RSP Portal and/or RST System); (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the RSP Portal and/or RST System; (e) use any robot, spider, offline reader, script, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation on the RSP Portal and/or RST System; or (f) use the RSP Portal and/or RST System, or its output or contents in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the RSP Portal and/or RST System, and/or contents in any way including, without limitation, by manual or automatic device or process for any purpose.

2.5. Duty to Report. You agree to immediately report to ICANN any data privacy and security issues relating to the RSP Portal and/or RST System that you (or, if applicable and to extent you have knowledge of, any other Authorized Users) may discover, including, without limitation, (1) unauthorized ability to view data, information or materials of any RSP Applicant or Registry Services Technical Evaluator, (2) unauthorized ability to manipulate Universal Resource Locator functions, (3) failure of search functions, (4) loss or misuse of data, and/or (5) any indications of a virus, malware, and other malicious code or defacement in or transmitted from the RSP Portal and/or RST System. Any disclosure by you (and if applicable, other Authorized Users of the RSP Applicant or Registry Services Technical Evaluator) of your information or your personal data from the RSP Portal and/or RST System that is required under applicable privacy or data breach notification laws will not be deemed a breach of confidentiality.

2.6. Authorized User-Provided Material. You (and the RSP Applicant or Registry Services Technical Evaluator, as applicable) are responsible for any material provided or uploaded to the RSP Portal and/or RST System ("Authorized User-Provided Materials"). You represent that any of your Authorized User-Provided Materials do not violate these Terms, applicable law, or the intellectual property, publicity or privacy rights of others, and is provided only with consent from any individual or entity to which the information relates. ICANN reserves the right to remove or disable access to any Authorized User-Provided Materials for any or no reason if, in ICANN's sole discretion, such Authorized User-Provided Materials violate these Terms, applicable law, or the intellectual property, publicity or privacy rights of others. ICANN may take these actions without prior notification to you and without any recourse. Removal or disabling of access to Authorized User-Provided Materials shall be at ICANN's sole discretion, and ICANN does not promise to remove or disable access to any specific Authorized User-Provided Materials.

2.7. Security Breach. ICANN agrees to use commercially reasonable efforts to maintain reasonable safeguards to keep the RSP Portal and RST System, and the data stored therein, secure. ICANN will notify you if ICANN determines that a breach of security of the RSP Portal and/or RST System has or will cause a material disruption in your use of the RSP Portal and/or RST System or data in your account. The notifications shall be made electronically and the notification period may be extended by ICANN (a) if necessary to protect the data of any other Authorized Users, (b) in order to comply with applicable laws or (c) in connection with ICANN's cooperation with law enforcement or any other governmental body or agency. ICANN shall cooperate with you to take reasonable steps to minimize such breach, including temporarily suspending access to the RSP Portal and/or RST System.

### 3. INTELLECTUAL PROPERTY RIGHTS

The RSP Portal and RST System and all intellectual property rights therein are not sold. All rights in the RSP Portal and/or RST System are expressly retained by ICANN and its licensors, except that you have permission to access the RSP Portal and/or RST System for the Permitted Purpose.

### 4. ICANN TERMS OF SERVICE; ORDER OF PRIORITY

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

### 5. PERSONAL INFORMATION

5.1 To the extent any Personal Information will be collected, used or submitted by you in connection with the Portal, you certify that: (a) you have informed all persons whose Personal Information may be provided to ICANN or submitted or uploaded via the RSP Portal in accordance with applicable law, including about the nature of the services to be provided and how their Personal Information may be used; (b) you have obtained all necessary permission to submit all Personal Information included or in connection with any requests or materials submitted or uploaded via the RSP Portal and RST System; (c) the relevant consent of persons for which Personal Information will be submitted or accessed via the RSP Portal or RST System has been procured in accordance with applicable law in relation to such submission; and (d) the Personal Information provided is accurate, to the best of your knowledge.

5.2 Each Party agrees, in its use of the RSP Portal and RST System, to comply with applicable laws governing the use of Personal Information. Each Party further agrees to use any Personal Information only for lawful purposes and consistent with the purposes for which it was collected. Each Party agrees that any Personal Information submitted to the RSP Portal and RST System by it is collected and stored for the purposes of processing in connection with the RSP Evaluation Program.

## 6. DATA PRIVACY POLICY

In addition to these Terms, we have established a privacy notice for the New gTLD Program ("New gTLD Program Privacy Statement") to explain how we collect and use Personal Information in this context. The New gTLD Program Privacy Statement can be found at [insert]. The New gTLD Program Privacy Statement relates specifically to the New gTLD Program: Next Round, including the RSP Evaluation Program, and is supplemented by the ICANN Privacy Policy (available at: <https://www.icann.org/privacy/policy>). The ICANN Privacy Policy contains supplemental privacy disclosures that are also applicable to ICANN's processing of Personal Information in connection with the RSP Portal and RST System. The ICANN Privacy Policy and the New gTLD Program Privacy Statement may be updated from time to time. Please review the contents of these policies frequently and prior to your use of the RSP Portal and RST System. Your continued use of the RSP Portal and/or RST System after such updates constitutes your acknowledgment and applicability of such updated policies.

## 7. ICANN ACCOUNT

You will have to log into your ICANN Account to access and use the RSP Portal and/or RST System. If you do not have an ICANN Account, you can create one. For information on how to create and maintain an ICANN Account, visit <https://account.icann.org/help>. The provisions in the ICANN Terms of Service on creating and using your ICANN Account shall apply in full in the context of using your ICANN Account to access and use of the RSP Portal and/or RST System.

## 8. TERMINATION

8.1. Termination by ICANN. ICANN may terminate or suspend your access to the RSP Portal and/or RST System for any or no reason, with or without prior notice to you, including, without limitation, (a) if you (or, if applicable, any other Authorized Users) commit a breach of any of the Terms, (b) where ICANN ceases to operate or provide general access to the RSP Portal and/or RST System, or (c) you fail to agree to any updated or revised Terms. Notwithstanding the foregoing, if in ICANN's sole discretion there is a security risk for the RSP Portal and/or RST System or any data contained therein or related thereto, ICANN may immediately terminate any and all access to the RSP Portal and/or RST System. Either you or ICANN may terminate these Terms upon notice to the other.

8.2. Effect of Termination. In the event of such termination, you (and, if applicable, all other related Authorized Users) shall cease using the RSP Portal and/or RST System. Even if ICANN does not deactivate your login and password, you must immediately cease all use of your login(s) and password(s) or conduct any access or use of the RSP Portal and/or RST System. Any and all access to the RSP Portal and/or RST System will end upon such termination, and your account will be deleted. All information and data in your account will be retained by ICANN as required under applicable law and ICANN's records retention policies.

## 9. CHANGES TO THE RSP PORTAL AND/OR RST SYSTEM; SUSPENSION OF ACCESS

ICANN reserves the right to change any functionality of the RSP Portal and/or RST System at any time without notice and you agree to any such changes.

## 10. AGE RESTRICTIONS

In order to use the RSP Portal and/or RST System, you must be at least 18 years old.

## 11. DISCLAIMER AND LIMITATION OF LIABILITY

YOUR USE OF, OR INABILITY TO USE, THE RSP PORTAL AND/OR RST SYSTEM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RSP PORTAL AND/OR RST SYSTEM, AND ANY INFORMATION CONTAINED THEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE, SECURITY AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THE ABOVE EXCLUSION OF WARRANTIES MAY NOT APPLY TO YOU. IF SUCH EXCLUSION IS NOT PERMITTED IN SUCH JURISDICTION, THEN SUCH EXCLUSION SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY LAW IN SUCH JURISDICTION.

IN NO CASE SHALL ICANN, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE RSP PORTAL, RST SYSTEM AND/OR ANY INFORMATION CONTAINED THEREIN IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIAL, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA MADE AVAILABLE TO YOU ON THE RSP PORTAL AND/OR RST SYSTEM, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY, ICANN'S AND REGISTRAR'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS.

## 12. GENERAL REPRESENTATION AND WARRANTY

In addition to and notwithstanding Section 15 (General Representation and Warranty) of the [ICANN Terms of Service](#), you represent and warrant that your use of RSP Portal and/or RST System will not violate the privacy and data protection rights of any individual or any other third party.

## 14. CHANGES TO THESE TERMS OF USE

ICANN reserves the right to modify these Terms of Use at any time, in accordance with [ICANN Terms of Service](#). Your continued use of or access to the RSP Portal and/or RST System, following the notification of any changes to these Terms constitutes acceptance of those changes. ICANN may also, in the future, offer new services and/or features through the RSP Portal and RST System (including, the release of new tools and resources). Such new features and/or services shall be subject to these Terms.

15. EFFECTIVE DATE OF TERMS

These Terms were last updated on \_\_\_\_\_.