

TERMS OF SERVICE

Access to and Use of Registration Data Request Service

Thank you for visiting the Registration Data Request Service ("RDRS") operated by the Internet Corporation of Assigned Names and Numbers organization ("ICANN"). Please read these Terms of Service ("Terms") carefully.

By clicking the "I Agree" button, accessing or using the RDRS, you agree to these Terms and to comply with your obligations set forth below. If you do not agree to these Terms, you may not use or make any requests for non-public gTLD registration data ("Data") through the RDRS.

These Terms, which are an agreement between you (as the "Requestor") and ICANN, are legally binding and govern your use of the RDRS, and you acknowledge and agree to be bound by and comply with these Terms. If you are using and making a Data request through the RDRS in the name and on behalf of your employer and/or a third party, you (1) represent and warrant that you are authorized to act in the name and on behalf of such employer and/or third party and (2) acknowledge and agree that you are also binding such employer and/or third party to comply with these Terms. In the following, the terms "you" and "your" shall mean both you and the employer and/or third party you represent. In the following, the terms "you" and "your" shall mean both you and the employer and/or third party you represent, and the term "Requestor" shall refer to both you and the employer and/or third party you represent.

1. SCOPE

These Terms solely govern your access to and use of the RDRS, and not your access to and use of Data provided by the relevant registrar to you directly and outside of the RDRS. Access to and use of the Data are governed by the [Terms and Conditions - Access to and Use of Non-Public Registration Data](#) between you and the relevant registrar and, if applicable, any additional terms of the registrar.

2. ICANN TERMS OF SERVICE; ORDER OF PRIORITY

These Terms supplement as specific provisions for access to and use of the RDRS 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 RDRS shall be deemed a "Platform" as defined in the ICANN Terms of Service. In case of conflict between the provisions of these Terms and the ICANN Terms of Service, the provisions of these Terms shall be prevailing.

3. DATA PRIVACY POLICY

In addition to these Terms, we have established a privacy policy for the RDRS ("RDRS Privacy Policy") to explain how we collect and use personal data in this context. A copy of the RDRS Privacy Policy can be found at [Please insert link]. The RDRS Privacy Policy which relates specifically to the RDRS is supplemented by the ICANN Privacy Policy (available at: <https://www.icann.org/privacy/policy>) which contains more general provisions. The ICANN Privacy Policy and the RDRS Privacy Policy may be updated from time to time. Please review the contents of these policies frequently and prior to your use of the RDRS. Your use of the

RDRS after such updates constitutes your acknowledgment and applicability of such updated policy.

4. ICANN ACCOUNT

You will have to log into your ICANN Account to access and use the RDRS as a Requestor. If you do not have an ICANN Account, you can create one. More information on how to create and maintain an ICANN Account is available at <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 the RDRS as a Requestor.

5. HANDLING OF REQUESTS IN THE RDRS

When you have logged into the RDRS with your ICANN Account, you can submit a request for access to Data. This will require you to fill in certain prescribed information to describe your request properly. You will also be able to set a priority level on each request you submit (see more on Priority Levels in Section **Error! Reference source not found.** below). In addition, you have the ability to create and edit request templates.

After submission, your request for access to Data is routed to the appropriate registrar of the generic top-level domain ("gTLD") through the Naming Services portal ("NSp"). The registrar is able to change the priority level as it sees fit, or mark the access request with the appropriate decision.

In your RDRS dashboard you will be able to see pending and past requests as well as metadata (timestamps, status, etc.) associated with your requests. For your pending requests, you can see all the information related to a request. For past requests, only limited information is retained (see Section **Error! Reference source not found.** below).

6. RESPONSIBILITY AND LIABILITY FOR DISCLOSURE DECISION

The registrar to whom your request is routed will be solely responsible for assessing the request and making the decision to disclose the requested Data and will assume sole liability in this regard. If the registrar needs to communicate with and seek additional information or clarifications from you to appropriately respond to your request, that communication must occur outside of the RDRS. Interactive communications between you and any registrars will not be supported within the RDRS.

7. PRIORITY LEVELS OF REQUESTS

The RDRS system will allow you to set a priority level on each request you submit:

Urgent Requests: The criteria to determine urgent requests are limited to circumstances that pose an imminent threat to life, serious bodily injury, critical infrastructure (online and offline), or child exploitation. For the avoidance of doubt, Urgent Requests are not limited to requests from law enforcement agencies.

Standard Requests: All other requests.

The RDRS system will not verify the validity of your request priority level input. Registrars can modify the priority level if they deem the level to be inaccurately set.

8. RETENTION OF REQUESTS

The full data set contained in the request will be retained in accordance with ICANN's general archival practices and as required or permitted by law. After the retention period, only metadata concerning the case will be retained. Please see the full list of retained data elements in Section **Error! Reference source not found.** below.

9. LOGGING, REPORTING AND SERVICE LEVELS TARGETS

The RDRS system will log the following data elements for reporting purposes:

- Requestor;
- Domain subject;
- Date and time stamps for the request (creation and disposition);
- Request type;
- Priority level (Urgent and Standard, as defined in the request form, see Section **Error! Reference source not found.** above);
- Any change in priority initiated by the registrar;
- Field elements requested;
- Jurisdiction where the non-public registration data will be processed;
- Registrar name associated with the domain subject;
- Disposition of the request (approved, partially approved, or denied);
- If approved, field elements provided;
- If partially approved, field elements disclosed plus reason(s) for denying the remainder of the request; and
- If denied, the reason for the denial.

10. RESPONSIBILITY OF REQUESTORS

The obligations under Section 3 (Responsibility of Contributors) of the ICANN Terms of Service for "Content" (as defined in the ICANN Terms of Service) shall apply accordingly with respect to the information that you will provide to the RDRS system, including your request for access to Data. You will be responsible that any information submitted to the RDRS system will not violate the rights of any third party, including their privacy and data protection rights. You will give notice and, if applicable, obtain consent, from any individual whose personal data is submitted to the RDRS system, if this is required under applicable laws.

11. CHANGES TO THE RDRS; SUSPENSION OF ACCESS

ICANN reserves the right to change any functionalities of the RDRS system at any time without notice, and you agree to any such changes. You also agree that, in the event of degradation of system processing or any other emergency in relation to the RDRS system, ICANN may, in its sole discretion, and without notice, temporarily suspend your access to the RDRS system under these Terms in order to minimize threats to the operational stability and security of the RDRS system.

12. AGE RESTRICTIONS

In order to use the Platform as a Requestor (on your own behalf or in the name and on behalf of your employer and/or a third party), you must be of legal age (at least 18 years or otherwise applicable minimum legal age). We do not knowingly collect any personal data from Requestors under the applicable minimum legal age.

13. DISCLAIMER AND LIMITATION OF LIABILITY

In addition to and notwithstanding Section 10 (Disclaimer and Limitation of Liability) of the ICANN Terms of Service, ICANN is not responsible in any way for the assessment of your request by the registrar, nor for the decision of the registrar with respect to the requested Data, and does not assume any liability to you in this regard.

14. 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 the RDRS system will not violate the privacy and data protection rights of any individual or any other third party.

15. TERMINATION

ICANN may terminate your access to all or any part of the RDRS at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate these Terms, you may simply discontinue using the RDRS. If you wish to terminate your ICANN Account, please contact globalsupport@icann.org. All provisions of these Terms and the ICANN Terms of Service (which have been incorporated into these Terms by reference) which by their nature should survive termination shall survive termination, including, without limitation, intellectual property provisions, warranty disclaimers and limitations of liability provisions, governing law provisions, dispute resolution and arbitration provisions.

16. CHANGES TO THESE TERMS OF SERVICE

ICANN reserves the right to modify these Terms at any time, in accordance with [ICANN Terms of Service](#). Please review the contents of these Terms frequently, as ICANN may amend them from time to time to reflect changes in its general rules and policies governing your use of the RDRS. Your continued use of or access to the RDRS 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 Platform (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement. Section 17 of these Terms indicates when these Terms were last amended.

17. EFFECTIVE DATE OF TERMS OF SERVICE

These Terms are effective and were last updated on (**INSERT DATE**).

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TERMS & CONDITIONS
Access to and Use of Non-Public Registration Data

Please read these Terms and Conditions (“Terms”) carefully. By clicking the “I Agree” button, accessing or using the Registration Data Request Service (“RDRS”) operated by the Internet Corporation of Assigned Names and Numbers organization (“ICANN”), you agree to these Terms and to comply with your obligations set forth below. If you do not agree with these Terms, you may not use or make any requests for non-public gTLD registration data (“Data”) through the RDRS.

These Terms are an agreement between you (as the “Requestor”) and the relevant ICANN-accredited registrar (“Registrar”) of the generic top-level domain (“gTLD”) for which you are submitting a request for access to Data (the “Request”), are legally binding and govern your access to and use of the Data, and you acknowledge and agree to be bound by and comply with these Terms. If you are using and making a Data Request through the RDRS in the name and on behalf of your employer and/or a third party, you (1) represent and warrant that you are authorized to act in the name and on behalf of your employer and/or such third party and (2) acknowledge and agree that you are also binding your employer and/or such third party to comply with these Terms. In the following, the terms “you” and “your” shall mean both you and the your employer and/or third party you represent.

1. SCOPE

These Terms solely govern your access to and use of the Data provided by the Registrar to you directly and outside of the Registration Data Request Service (“RDRS”), and not your access to and use of the RDRS. Access to and use of the RDRS are governed by the RDRS Terms of Service - Access to and Use of Registration Data Request Service between you and ICANN.

2. ADDITIONAL TERMS; ORDER OF PRIORITY

Registrar may request you to enter into an additional agreement governing your access to and use of the Data prior to granting you access (the “Additional Terms”). In case of conflict between the provisions of the Additional Terms and these Terms, the provisions of these Terms shall be prevailing.

3. GRANT OF ACCESS

Registrar will provide access to the Data only to legitimate requestors in accordance with (i) the Registrar Accreditation Agreement between ICANN and the Registrar, (ii) ICANN Consensus Policies and Temporary Policies, and (iii) applicable laws.

4. RESTRICTIONS ON USE

You agree that you will (i) use the Data only for lawful purposes and consistent with the purposes of your Request, (ii) not use the Data, nor permit the Data to be used for any marketing, promotional, or advertising purposes whatsoever, and (iii) comply with all applicable laws and regulations governing the use, disposal, sharing, or protection of the Data.

5. SECURITY

You agree that you will take all reasonable and appropriate steps to protect the Data you obtain under these Terms against accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access.

6. PROPRIETARY RIGHTS

You agree that no ownership rights in the Data are transferred to you by these Terms.

7. METHOD OF ACCESS

Registrar reserves the right to change the method of access to the Data ("Access Method") at any time, and you agree to use such changed Access Method. You also agree that, in the event of significant degradation of system processing or other emergency in relation to the Access Method, Registrar may, in its sole discretion, and without notice, temporarily suspend access under these Terms in order to minimize threats to the operational stability and security of the Access Method.

Only you are authorized to use the Data made available through the Access Method chosen by the Registrar. In case the Registrar has provided you with a User ID and associated password or comparable authentication method, such information is only to be used by you to obtain the Data through the Access Method and shall not be shared with any third party.

8. DISCLAIMER

YOUR USE OF, OR INABILITY TO USE, THE ACCESS METHOD CHOSEN BY THE REGISTRAR IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE ACCESS METHOD AND ALL DATA DELIVERED TO YOU THROUGH THE ACCESS METHOD 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 REGISTRAR OR ICANN, AND THEIR 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 DATA OR THE ACCESS METHOD OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE DATA OR THE ACCESS METHOD, 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 VIA THE ACCESS METHOD, 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.

9. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the State of California without regard to its conflict-of-law provisions. You agree that any legal action or other legal proceeding relating to these Terms or the enforcement of any provision shall be brought or otherwise commenced only in Los Angeles County, California. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the relevant courts within Los Angeles County, California for matters arising in connection with these Terms or your obtaining or use of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

10. TERMINATION

These Terms are effective until terminated by the Registrar, provided that all prior uses of the Data shall be governed by these Terms. Registrar may terminate these Terms at any time and without notice, and accordingly deny you access to the Data, for any reason, including your failure to comply with any provision of these Terms. Sections 3, 5, 6, 8, 9, 11, 12 and this Section 10 will survive any expiration or termination of these Terms.

11. SEVERABILITY

In the event of invalidity of any provision of these Terms, the parties agree that such invalidity shall not affect the validity of the remaining provisions of the Terms.

12. ENTIRE AGREEMENT

Unless the Registrar requires you to enter into Additional Terms, this is the entire agreement between you and Registrar concerning access to and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

13. CHANGES TO THESE TERMS AND CONDITIONS

Registrar reserves the right to modify these Terms with the prior approval of ICANN at any time. Please review the contents of these Terms frequently, as Registrar may amend them from time to time with the prior approval of ICANN to reflect changes in its and/or ICANN's general rules and policies governing your use of the RDRS and/or access to and use of the Data. If you do not agree to any amendments to the Terms, your only recourse is to discontinue your access to and use of the RDRS. Section 14 of these Terms indicates when these Terms were last amended

14. EFFECTIVE DATE OF THESE TERMS AND CONDITIONS

These Terms are effective and were last updated on (INSERT DATE).

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