

## NAMING SERVICES PORTAL – TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY.

BY CLICKING THE “I AGREE” BUTTON OR ACCESSING OR USING THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS’ (“ICANN”) NAMING SERVICES PORTAL, YOU ACKNOWLEDGE AND AGREE (1) TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE; (2) IF YOU ARE AN AUTHORIZED USER OF A CONTRACT PARTY, **YOU ALSO ARE BINDING THE CONTRACT PARTY UNDER THESE TERMS OF USE (AND “YOU”, “YOUR” AND “USER” SHALL MEAN BOTH THE CONTRACT PARTY AND THE AUTHORIZED USER)**; AND (3) THAT THESE TERMS OF USE CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS ON YOU. ICANN EXPRESSLY ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUCTED OR INTERPRETED AS MODIFYING THE TERMS AND CONDITIONS OF THE CONTRACT PARTY’S REGISTRY AGREEMENT OR REGISTRAR ACCREDITATION AGREEMENT WITH ICANN.

IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY PART THEREOF OR YOU ARE NOT EXPRESSLY AUTHORIZED BY THE CONTRACT PARTY WHOSE DATA YOU INTEND TO ACCESS, DO NOT PROCEED ANY FURTHER. PLEASE DISCONTINUE YOUR USE AND DO NOT PROCEED TO USE THE PORTAL OR SUBMIT ANY FURTHER INFORMATION. FAILURE TO USE THIS PORTAL SHALL NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THE CONTRACT PARTY’S REGISTRY AGREEMENT OR REGISTRAR ACCREDITATION AGREEMENT WITH ICANN. YOU (AND IF APPLICABLE, OTHER AUTHORIZED USERS OF CONTRACT PARTY) MAY SEND ELECTRONIC MAIL TO [GLOBALSUPPORT@ICANN.ORG](mailto:GLOBALSUPPORT@ICANN.ORG) AS AN ALTERNATIVE TO THE PORTAL IN THE EVENT (1) THE PORTAL IS INOPERATIVE OR (2) YOU HAVE REASONABLY DETERMINED, BASED ON VERIFIED FACTUAL INFORMATION, THAT THE PORTAL IS INSECURE.

### 1. DEFINITIONS

“Authorized User” means an authorized representative of the Contract Party who has registered as a user of the Naming Services Portal (the “Portal”). Authorized Users are designated by the Contract Party.

“Commencement Date” means the date You first accesses the Portal.

“Contract Party” means the organization (including, without limitation, subsidiaries, agents, employees, consultants and contractors and any and all others acting on the organization’s behalf) that has executed a registry agreement or registrar accreditation agreement with ICANN, and which designated You as an Authorized User.

“Personal Data” means any information relating to (a) an identified or identifiable natural person and, or (b) an identified or identifiable legal entity (in the case of clause (b), where such information is protected similarly as personal data or personally identifiable information under applicable law).

## 2. AUTHORITY

As an Authorized User of the Contract Party, You represent and warrant that:

- (i) You are authorized by the Contract Party to submit materials to the Portal;
- (ii) You agree to these Terms of Use in the name of and on behalf of the Contract Party. You are authorized by the Contract Party to enter into, and have the requisite legal authority to act on behalf of and bind the Contract Party under, these Terms of Use; and
- (iii) The Contract Party has authorized You to receive any confidential communication or material, including any Personal Data, on the Contract Party’s behalf in connection with the Contract Party’s registry agreement or registrar accreditation agreement with ICANN.

## 3. USE LICENSE

3.1 License Grant. Subject to complying with these Terms of Use, ICANN grants to You (acting on behalf of and in the name of the Contract Party) as an Authorized User from the Commencement Date, a limited, non-sublicenseable, non-exclusive, non-transferable license to use the Portal (“License”).

### 3.2 Scope of License.

(a) Access to the Portal is limited to Authorized Users. As an Authorized User, You may only use the Portal in connection with submitting or accessing materials on behalf and in the name of the Contract Party, accessing data relating to the Contract Party pursuant to the Contract Party’s registry agreement or registrar accreditation agreement with ICANN, which shall include requests submitted by third parties for access to non-public gTLD registration data, and receiving and responding to reasonable requests from ICANN on behalf of the Contract Party. No other rights of use are provided.

(b) If at any time or for any reason the Contract Party desires or is required to change an Authorized User, it is the Contract Party’s responsibility to promptly notify ICANN of the change. The Contract Party acknowledges and agrees that the Contract Party is responsible for the Authorized Users’ compliance with these Terms of Use and any changes to such Authorized Users.

(c) Each Authorized User may have the ability to modify designations of contacts responsible for certain functions for the Contract Party, such as the point of

contact for billing. ICANN will follow the then-current designated contacts provided by You and/or other Authorized Users of the Contract Party at the time ICANN needs to rely on such designated contacts. You are bound by such designation of contacts.

3.3 Username and Password. You agree that Your Portal login(s) and password(s) must not be shared. You agree that if You allow another individual or organization to access or use the Portal using Your login credentials, You will remain liable for compliance with these Terms of Use and any use or activity of the Portal under Your login access (including any violations of these Terms of Use). You are responsible for maintaining the confidentiality of Your account login and password information, and for the security of Your computer to access the Portal. In the event of a breach of security related to Your access to the Portal, if you become aware of such a breach, You agree to promptly (and in any event, within one business day) notify ICANN of such breach in writing at [globalsupport@icann.org](mailto:globalsupport@icann.org) and to cooperate with ICANN to take reasonable steps to minimize the breach, including changing your password, as may be required.

3.4 Restrictions. You (and, if applicable, any other Authorized Users of the Contract Party) must not: (a) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the Portal source code; (b) re-distribute or sublicense access to the Portal, or any part thereof, to any third party; (c) engage in any misuse, malicious, unethical or illegal behavior in connection with access to or use of the Portal (including without limitation, submitting malicious code or engaging in other activity designed to compromise the availability, security or data of the Portal or data relating to any Contract Party, or accessing, using or otherwise retrieving data that does not relate to the Contract Party, or using any Personal Data in contravention of applicable law); (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on software accessed under the applicable License; (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 Portal; and (f) use the Portal 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 Portal and/or contents in any way including, without limitation, by manual or automatic device or process for any purpose.

3.5 Duty to Report. You agree to immediately report to ICANN any data privacy and security issues relating to the Portal that You (or, if applicable, any other Authorized Users of the Contract Party) may discover. This includes, but is not limited to, the ability to view data, information or materials of any Contract Parties, the ability to manipulate URL functions, the failure of search functions, data loss or misuse, or any indications of a virus, malware, malicious code or defacement in the Portal. ICANN acknowledges that You (and if applicable, other Authorized Users of the Contract Party) may have obligations under existing applicable law to report any security breaches of any system

in which Your data or Personal Data is stored, which, to the extent of Your obligations under such applicable law, shall not be considered a breach of confidentiality or a violation of Section 9.1 herein.

3.6 User-Provided Material. The Contract Party is solely responsible for any material You (or, if applicable, any other Authorized Users of the Contract Party) provide or upload to the Portal (“User-Provided Materials”). You represent that any of Your User-Provided Materials do not violate these Terms of Use, 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 User-Provided Materials for any or no reason, including, but not limited to, User-Provided Materials that, in ICANN’s sole discretion, violate these Terms of Use, applicable law, or the intellectual property, publicity or privacy rights of others. ICANN may take these actions without prior notification to You. Removal or disabling of access to User-Provided Materials shall be at ICANN’s sole discretion, and ICANN does not promise to remove or disable access to any specific User-Provided Materials. ICANN will notify You following any such removal or disabling of access.

3.7 Security Breach. ICANN agrees to use commercially reasonable efforts to maintain industry standard safeguards to keep the Portal secure. ICANN will notify you promptly if ICANN determines that an actual and verified breach of security of the Portal has or will cause a material disruption in Your use of the Portal service. If ICANN verifies that the breach has compromised the security or integrity of the data in Your Portal account, ICANN shall notify You of the compromise within ten calendar days, or such other period as permitted or required by applicable law. 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 Portal 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 Portal.

#### 4. INTELLECTUAL PROPERTY RIGHTS

The Portal and all intellectual property rights therein, is licensed to You (acting on behalf of the Contract Party), and is not being sold to You. All rights in the Portal not provided to You under these Terms of Use are expressly retained by ICANN and its licensors. For the avoidance of doubt, ICANN acknowledges and agrees that nothing in these Terms of Use shall be deemed to grant any intellectual property rights in the User-Provided Materials.

#### 5. PERSONAL DATA

5.1 To the extent any Personal Data will be collected, used or submitted by You in connection with the Portal, You certify that: (a) You have informed all persons whose Personal Data may be provided to ICANN or submitted or uploaded via the Portal in

accordance with applicable law, including about the nature of the services to be provided and how their Personal Data may be used; (b) You have obtained all necessary permission to submit all Personal Data included or in connection with any requests or materials submitted or uploaded via the Portal; (c) the relevant consent of persons for which Personal Data will be submitted via the Portal has been procured in accordance with applicable law in relation to such submission, and (d) the Personal Data provided is accurate, to the best of Your knowledge.

5.2 Each Party agrees, in its use of the Portal to comply with applicable laws governing the use of Personal Data. Each Party further agrees to use any Personal Data only for lawful purposes and consistent with the purposes for which it was collected. Each Party agrees that any Personal Data submitted to the Portal by it is collected and stored for the purposes of fulfilling its obligations under the Contract Party's registrar accreditation or registrar accreditation agreement with ICANN.

5.3 ICANN will handle Personal Data collected in accordance with its Privacy Policy available at <https://www.icann.org/privacy/policy> and the New gTLD Personal Data Privacy Statement available at <https://newgtlds.icann.org/en/applicants/agb/program-privacy>, both of which are incorporated herein by reference.

## 6. REGISTRATION DATA REQUEST SERVICE SYSTEM

6.1 The provisions of this Section 6 shall apply specifically with regard to the processing of Personal Data and User-Provided Materials submitted by You in relation to the Registration Data Request Service (RDRS) system or a comparable system. In case of a potential conflict between the provisions of this Section 6 and the provisions of the foregoing Section 5, the provisions of this Section 6 shall be prevailing.

6.2 Notwithstanding the provisions of the foregoing Section 5, ICANN shall not be responsible to a Contract Party and its Authorized User(s) for ensuring that any Personal Data contained in requests submitted by requestors to the RDRS system or a comparable system have been collected, submitted and made available to a Contract Party and its Authorized User(s) in accordance with applicable laws governing the use of Personal Data or any other applicable laws.

6.3 Notwithstanding the provisions of the foregoing Section 5.2, a Contract Party participating in the RDRS system or a comparable system and its Authorized User(s) shall use any Personal Data contained in requests for gTLD registration data access or otherwise made accessible to the Contract Party and its Authorized User(s) in the context of the RDRS system or a comparable system only for lawful purposes and consistent with the purposes for which it was collected, and otherwise in accordance with (a) applicable laws governing the use of Personal Data and any other applicable laws, (b) the Contract Party's registrar accreditation agreement with ICANN, and (c) any applicable ICANN Consensus Policies or Temporary Policies.

6.4 The provisions of Section 5.3 shall apply only with respect to ICANN handling any Personal Data collected from a Contract Party and its Authorized User(s) in relation to the RDRS.

6.5 You acknowledge and agree that ICANN may create aggregated reports from User-Provided Materials submitted to the RDRS system or a comparable system and ICANN shall be free to use and disclose such reports for the purpose of reporting on the usage of the RDRS system or a comparable system, provided that any disclosure of such reports shall be limited to aggregated reports which are not specific to a particular request.

## 7. TERMINATION

7.1 Termination by ICANN. ICANN may terminate Your access to the Portal 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 of the Contract Party) commit a breach of any of the Terms of Use and if capable of remedy, fail to remedy the breach within seven (7) calendar days of receiving written notice from ICANN, (b) You violate the ICANN Privacy Policy and/or the New gTLD Personal Data Privacy Statement or any other applicable laws, (c) where ICANN ceases to operate or provide general access to the Portal, or (d) You fail to agree to any updated or revised Terms of Use. Notwithstanding the foregoing, if in ICANN's sole discretion any breach of the Terms of Use cannot be cured or creates a security risk for the Portal or any data contained therein or related thereto, ICANN may immediately terminate the License and Your access to the Portal.

7.2 Termination by Contract Party. The Contract Party may terminate the License and its and its Authorized Users' access to the Portal upon thirty (30) calendar days prior written notice to ICANN.

7.3 Effect of Termination.

(a) Upon termination, the Contracted Party may email ICANN at [globalsupport@icann.org](mailto:globalsupport@icann.org) to request a backup copy of the cases in the Portal be delivered to an Authorized User via a mutually agreed upon electronic medium

within 30 days of such request. ICANN retains the right to refuse delivery of the data to any Contract Party representative or Authorized User whose credentials cannot be adequately verified using the Contract Party contact information on file at termination.

(b) In the event of termination, You (and, if applicable, all other Authorized Users of the Contract Party) must cease using the Portal. You further acknowledge that ICANN may deactivate Your (and, if applicable, all other Authorized Users' of the Contract Party) login(s) and password(s) to the Portal immediately upon the effective date of termination. Even if ICANN does not deactivate Your login and password, You must immediately cease all use of Your login(s) and password(s).

(c) Should Your Access be terminated you are directed to email ICANN at [globalsupport@icann.org](mailto:globalsupport@icann.org) with respect to the processing of Your contract related activity pending review of such termination or reactivation.

## 8. DISCLAIMER; RELEASE; LIMITATION OF LIABILITY & INDEMNITY

8.1 USE OF THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ICANN, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND AGENTS ("ICANN AFFILIATED PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PORTAL AND A USER'S USE OF THE PORTAL. ICANN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE FITNESS FOR USE, NON-INFRINGEMENT, AVAILABILITY OR RELIABILITY OF THE PORTAL OR THAT THE PORTAL IS ERROR-FREE. WHILE ICANN HAS TAKEN APPROPRIATE STEPS TO PROTECT INFORMATION SUBMITTED VIA THE PORTAL, ICANN DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES THAT THE PORTAL OR ANY INFORMATION SUBMITTED VIA THE PORTAL IS 100% SECURE. ICANN CANNOT AND DOES NOT GUARANTEE OR WARRANT THE PORTAL OR ITS SECURITY COMPONENTS AGAINST BREACHES OF SECURITY, THE INTERRUPTION OF THE SYSTEM OR USER ERROR OR MISUSE.

8.2 SUBJECT TO SECTION 8.7, YOU HEREBY RELEASE ICANN AND ICANN AFFILIATED PARTIES FROM ANY AND ALL CLAIMS THAT ARISE OUT OF, ARE BASED UPON, OR ARE IN ANY WAY RELATED TO, ANY ACTION, OR FAILURE TO ACT, BY ICANN OR ICANN AFFILIATED PARTIES IN CONNECTION WITH ACCESS TO AND USE OF THE PORTAL; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE ANY CLAIMS UNRELATED TO THE PORTAL UNDER THE CONTRACT PARTY'S REGISTRY AGREEMENT OR REGISTRAR ACCREDITATION AGREEMENT WITH ICANN.

8.3 IN NO EVENT WILL ICANN OR ANY ICANN AFFILIATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR NONPERFORMANCE OF OBLIGATIONS UNDERTAKEN IN THESE TERMS OF USE, INCLUDING RESULTING FROM ANY (a) ERRORS, MISTAKES, SECURITY VULNERABILITIES, OR INACCURACIES IN THE PORTAL OR PORTAL DATA, (b) INJURY OR DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE PORTAL, (c) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PORTAL, (d) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE PORTAL BY ANY THIRD PARTY, (e) DENIAL OF USE OR ANY MISUSE OR MALICIOUS SECURITY EXPLOIT INVOLVING THE PORTAL, AND/OR (f) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY USE, COMPROMISE, OR LOSS OF PERSONAL DATA AND CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION.

8.4 EXCEPT AS PROVIDED IN THE CONTRACT PARTY'S REGISTRY AGREEMENT OR REGISTRAR ACCREDITATION AGREEMENT OR IN CONNECTION WITH A BREACH OF SECTION 3.4 HEREOF, IN NO EVENT WILL CONTRACT PARTY OR ANY CONTRACT PARTY AFFILIATED PARTIES BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR NONPERFORMANCE OF OBLIGATIONS UNDERTAKEN IN THESE TERMS OF USE.

8.5 YOU SHALL INDEMNIFY AND HOLD HARMLESS ICANN AND ICANN AFFILIATED PARTIES FROM AND AGAINST ANY DAMAGES, LIABILITIES, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS, LOSSES AND COSTS OR EXPENSES OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEYS' FEES AND COURT COSTS) RESULTING FROM, ARISING FROM OR IN CONNECTION WITH (a) YOUR BREACH OF THESE TERMS OF USE; (b) YOUR (OR, IF APPLICABLE, OTHER AUTHORIZED USERS' OF THE CONTRACT PARTY) USE OF THE PORTAL; AND/OR (c) YOUR USER-PROVIDED MATERIALS.

8.6 EXCEPT WITH RESPECT TO ANY BREACH OF SECTION 3.4 HEREOF, THE CONTRACT PARTY'S AGGREGATE MONETARY LIABILITY TO ICANN FOR BREACHES OF THESE TERMS OF USE IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THE CONTRACT PARTY'S APPLICABLE REGISTRY AGREEMENT OR REGISTRAR ACCREDITATION AGREEMENT, AND ANY SUCH MONETARY LIABILITY FOR SUCH BREACHES UNDER THESE TERMS OF USE OR SUCH AGREEMENT SHALL BE AGGREGATED WHEN CONSIDERING SUCH LIMITATION OF LIABILITY. For example, if (1) a Registry Operator operates multiple TLDs, (2) the terms of such Registry Operator's registry agreements provide for a



limitation of liability of \$1,000,000 under its .TLD1 and a limitation of liability of \$1,000,000 under its .TLD2, and (3) such Registry Operator's breach of these Terms of Use solely relates to its .TLD1, such Registry Operator's limitation of liability for the breach of these Terms of Use shall be \$1,000,000 and not \$2,000,000 because the breach of these Terms of Use were solely related to Registry Operator's .TLD1 and such breach did not relate to its .TLD2. For example, if, however, such breach by Registry Operator of these Terms of Use related to both Registry Operator's .TLD1 and .TLD2, then Registry Operator's limitation of liability for such breach of these Terms of Use would be \$2,000,000.

8.7 YOU AND ICANN AGREE THAT IRREPARABLE DAMAGE COULD OCCUR IF ANY OF THE PROVISIONS OF THIS AGREEMENT WAS NOT PERFORMED IN ACCORDANCE WITH ITS SPECIFIC TERMS. ACCORDINGLY, THE PARTIES AGREE THAT THEY EACH SHALL BE ENTITLED TO SEEK FROM A COURT OF COMPETENT JURISDICTION SPECIFIC PERFORMANCE OF THE TERMS OF THIS AGREEMENT (IN ADDITION TO ANY OTHER REMEDY TO WHICH EACH PARTY IS ENTITLED).

## 9. THIRD-PARTY PROVIDER SUBLICENSE TERMS

The Portal incorporates software licensed from Salesforce.org, a California nonprofit public benefit corporation and an authorized reseller of Salesforce.com, Inc. (SFDC). By accessing or using the Portal, You agree to the following third-party terms:

(i) Subject to the limited rights expressly granted hereunder, Salesforce.org and SFDC reserve all rights, title and interest in and to the Services provided to ICANN, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. "Services" means the online-Web-based applications, software and platform provided by Salesforce.org and SFDC to ICANN, including associated offline components.

(ii) You shall not (a) permit any third party to access the Services except as permitted herein, (b) create derivative works based on the Services, (c) copy, frame or mirror any part or content of the Services, (d) reverse engineer its Services, or (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

(iii) You shall not sell, resell, rent or lease the Services, or use the Services (a) to store or transmit infringing, libelous, or otherwise unlawful or tortuous materials, or to store or transmit material in violation of third-party privacy rights, or (b) to store or transmit malicious code, or (c) to interfere with, exploit, or disrupt the integrity, performance or security of the Services, or (d) attempt to gain unauthorized access to the Services, their related systems or networks or any data, information or material of any Contract Party.

## 10. GENERAL

10.1 Subject to Section 6.5, your User-Provided Materials and ICANN's information shall be afforded confidential treatment hereunder by ICANN and You, respectively, to the extent such materials and information (as applicable) are afforded confidential treatment under the Contract Party's registry agreement or registrar accreditation agreement with ICANN. Notwithstanding anything to the contrary, any violation of these confidentiality obligations by either You or ICANN that is also a violation of the confidentiality obligations set forth in the Contract Party's registry agreement or registrar accreditation agreement with ICANN (as applicable) shall be subject to the terms and conditions of such applicable registry agreement or registrar accreditation agreement, including the limitation of liability provisions set forth therein.

10.2 ICANN may modify and amend these Terms of Use via written or electronic notice to You; provided that no modification or amendment under these Terms of Use shall modify the terms and conditions under the Contract Party's registry agreement or registrar accreditation agreement with ICANN. ICANN reserves the right to modify these Terms of Use at any time. Please review the contents of these Terms of Use frequently, as ICANN may amend them from time to time to reflect changes in its general rules and policies governing Your use of the Portal. Amendments will become effective when posted in the Portal, provided that notice has been provided to You. Upon any subsequent access or use of the Portal by You, following such an update, you will be prompted to provide Your acceptance of the revised Terms of Use before proceeding. If You do not agree to any amendments to the Terms of Use, Your only recourse is to terminate Your License and discontinue Your access and use of the Portal pursuant to Sections 7.2 and 7.3. Failure to agree to new or amended Terms of Use shall not alter the terms and conditions of the Contract Party's registry agreement or registrar accreditation agreement with ICANN. Section 11 of these Terms of Use indicates when these Terms of Use were last amended.

10.3 Sections 2, 3.2 to 3.7, and 4 through 10 will survive any termination or expiry of the applicable License and/or these Terms of Use.

10.4 Any non-English translation of these Terms of Use that ICANN may make available is for convenience only. In the event of any inconsistency between the translated version and the English version, the English version of these Terms of Use will prevail.

10.5 These Terms of Use are governed by the laws of the State of California. You agree that any action arising solely out of these Terms of Use or Your use of the Portal shall be brought in state or federal court in Los Angeles, California, and You consent to the jurisdiction of such courts.

## 11. CONTACT INFORMATION

11.1 Notice to ICANN. Should You have any questions or concerns about these Terms of Use, please email ICANN at [globalsupport@icann.org](mailto:globalsupport@icann.org). If You have any doubt as to whether You should be viewing any data that becomes accessible to You on the Portal, You will contact ICANN's Global Support Team at [globalsupport@icann.org](mailto:globalsupport@icann.org) before viewing that data or continuing Your use of the Portal. Any notice required under these Terms of Use to be provided by You or the Contract Party may be provided by You to ICANN by email at [globalsupport@icann.org](mailto:globalsupport@icann.org), and will be deemed to have been given upon confirmation of receipt by ICANN's email server. Alternatively, any such notice hereunder may be provided by You to ICANN in compliance with the notice provisions set forth in the Contract Party's registry agreement or registrar accreditation agreement with ICANN, in which case such notice shall be deemed given as provided therein.

11.2 Notice to You. Any notice required hereunder to be provided by ICANN to You or the Contract Party shall be provided by ICANN through the Portal, and will be deemed to have been given upon confirmation that such notice has been sent through the Portal based on the Portal's timestamp for such electronic communication. Alternatively, any such notice hereunder may be provided by ICANN to You in compliance with the notice provisions set forth in the Contract Party's registry agreement or registrar accreditation agreement with ICANN, in which case such notice shall be deemed given as provided therein.

## 12. EFFECTIVE DATE OF TERMS OF USE

These Terms of Use are effective and were last modified or amended on **(INSERT DATE OF RELEASE)**