

## CONDITIONS OF USE

**Last Updated: May 30, 2016**

Welcome to Amazon Registry Services. Amazon Registry Services, Inc. (“**ARSI**”) provides information about ARSI’s Top Level Domains (“**TLDs**”) through websites of ARSI, including [www.amazonregistry.com](http://www.amazonregistry.com) and the websites for each of the TLDs, which are located at <http://www.nic.smile> and mobile applications (collectively, the “**Sites**”). **If you access or use the Sites, you accept these Conditions of Use (“Conditions of Use”). Please read them carefully.** In addition to the Conditions of Use, you will also be subject to (1) the ARSI Acceptable Use and Anti-Abuse Policy, which also governs use of domain names registered in ARSI TLDs; (2) the Sunrise Registration Policy or Registration Policy, which governs registration of domain names in ARSI TLDs; and (3) any other policies, guidelines, terms and agreements posted on, or otherwise made available to you through, the Sites (collectively, the “**Terms**”). If these Conditions of Use contradict such Terms, the Terms will control.

## PRIVACY

Please review our [Privacy Policy](#), which also governs your use of the Sites, to understand our practices.

## ELECTRONIC COMMUNICATIONS

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

## COPYRIGHT

All content included in or made available through any Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of ARSI or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Site is the exclusive property of ARSI and protected by U.S. and international copyright laws.

## TRADEMARKS

[Click here to see a non-exhaustive list of trademarks owned by ARSI Affiliates and ARSI.](#) In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Site are trademarks or trade dress of ARSI in the U.S. and other countries. ARSI’s trademarks and trade dress may not be used in connection with any TLD that is not operated by ARSI, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ARSI. All other trademarks not owned by ARSI that appear in any Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ARSI.

## **LICENSE AND ACCESS**

Subject to your compliance with these Conditions of Use, ARSI or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the ARSI Sites. This license does not include any resale or commercial use of the contents of any ARSI Site; any derivative use of any ARSI Site or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Terms are reserved and retained by ARSI or its licensors, rightsholders, or other content providers. No Site, nor any part of any Site, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ARSI. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of ARSI without express written consent. You may not use any meta tags or any other "hidden text" utilizing ARSI's name or trademarks without the express written consent of ARSI. You may not misuse the Sites. You may use the Sites only as permitted by law. The licenses granted by ARSI terminate if you do not comply with these Conditions of Use or any Terms.

## **COMMENTS, COMMUNICATIONS, AND OTHER CONTENT**

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

If you do submit material, and unless we indicate otherwise, you grant ARSI a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such submitted content throughout the world in any media. You grant ARSI and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you submit; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify ARSI for all claims resulting from content you supply. ARSI has the right but not the obligation to monitor and edit or remove any activity or content. ARSI takes no responsibility and assumes no liability for any content posted by you or any third party.

## **COPYRIGHT COMPLAINTS**

ARSI respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our [Notice and Procedure for Making Claims of Copyright Infringement](#).

## **OTHER BUSINESSES**

We provide links to the sites of certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. ARSI does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THE ARSI SITES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITES ARE PROVIDED BY ARSI ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. ARSI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE ARSI SITES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ARSI SITES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ARSI SITES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ARSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARSI DOES NOT WARRANT THAT THE ARSI SITES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE ARSI SITES, ARSI'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM ARSI ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ARSI WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY ARSI SITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY ARSI SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **DISPUTES**

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

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

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

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

#### **APPLICABLE LAW**

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

#### **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

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

#### **OUR ADDRESS**

Amazon Registry Services, Inc.  
410 Terry Avenue North  
Seattle, WA 98109  
[www.amazonregistry.com](http://www.amazonregistry.com)

#### **How to Serve a Subpoena**

If you have a subpoena to serve on ARSI, please note that ARSI does not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served on ARSI, preferably by mailing the subpoena to Corporation Service Company (CSC), ARSI's national registered agent. Please find below the Washington address for CSC (the CSC office in your jurisdiction may be located through the Secretary of State's website):

Amazon Registry Services, Inc.  
Corporation Service Company  
300 Deschutes Way SW, Suite 304

Tumwater, WA 98501  
Attn: Legal Department - Subpoena

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

### **Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint using our online [form](#) . We respond quickly to the concerns of rights owners about any alleged infringement.

If you prefer to submit a report in writing, please provide us with this information:

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

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

Copyright Agent  
Amazon.com Legal Department  
Attn: Amazon Registry Services  
P.O. Box 81226  
Seattle, WA 98108  
phone: (206) 266-4064  
fax: (206) 266-7010  
e-mail: [copyright@amazon.com](mailto:copyright@amazon.com)

Courier address:  
Copyright Agent  
Amazon.com Legal Department  
2021 7th Avenue  
Seattle, WA 98121  
USA

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