

Tuonome.it Service Agreement

This is **Tuonome.it d/b/a APIsrs.com** Service Agreement Version Number 2.3.7.

1 INTRODUCTION

In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and agents, including your administrative contact, and "we", "us" and "our" refer collectively to Tuonome.it srl – Via della Lama 33 – 51013 Chiesina Uzzanese (PT) Italy. This Agreement sets forth the terms and conditions of your use of the services offered by us and apply to any and all Tuonome.it's services. By applying for a Service through our online application process or otherwise, or by using the service(s) provided by Tuonome.it under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, documents incorporated by reference, the accompanying dispute policy, and any rules or policies that are or may be published by Tuonome.it. By completing the application process the customer confirms acceptance of the present general terms and conditions. Tuonome.it is an accredited registrar with the Internet Corporation for Assigned Names and Numbers ("ICANN") under an agreement between Tuonome.it srl and ICANN ("ICANN Agreement"). Tuonome.it is an official CORE-member, ID 102.

2 TERMINOLOGY

- 2.1. "Domain Name System" ("DNS") means the Internet naming system as defined in RFC 1591;
- 2.2. "Top Level Domain" ("TLD") means the highest level of domain name hierarchy as defined in RFC 1591;
- 2.3. "Second Level Domain" ("SLD") means the level of domain names immediately below the TLDs;
- 2.4. "Generic Top Level Domains" ("gTLDs") means the TLDs ".com", ".org", ".net" and the so-called "new gTLDs" .INFO , .BIZ , .AERO , .MUSEUM , .COOP , .PRO , .MOBI , .TEL and .NAME;
- 2.5. "Country Code Top Level Domains" ("ccTLDs") means the TLDs such as .IT .BE .FR .NL .ES .EU .CN;
- 2.6. "Registry" means those roles and activities involved in the administration of a TLD in the Domain Name System, and encompasses all of the services needed for assignment and maintenance of that TLD and its registrations;
- 2.7. "Registrar" means the entity which is authorized to enter and modify the Second Level Domain (SLD) data maintained by a Registry, in response to requests by entities seeking to be assigned a SLD; in other words, Tuonome.it;
- 2.8. "Registrant" means the entity named as the administrative contact for the domain name with full authority to act with respect to the domain name registration or any other services obtained from, including (but not limited to) the authority to terminate, transfer (where permitted by the Agreement), or modify such services, or obtain additional services;
- 2.9. "Council of Registrars" ("CORE") means the operational organization composed of authorized Registrars for managing allocations under gTLDs. You acknowledge and agree that Tuonome.it may be submitting your domain name application(s) to the competent Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar. You acknowledge that you have read and agree to be bound by the CORE Registration Agreement, as incorporated herein by reference (<http://www.tuonome.com/docs/corera.pdf>)

3 SERVICES

Services include, but shall not be limited to the registration of Internet domain names under various ccTLDs and gTLDs and the modification of associated data.

Tuonome.it forwards the data provided by the customer to the Registry for the desired domain name to be registered in the customer's name, subject to availability.

At the customer's request Tuonome.it forwards requests for changes to the registration data to the competent Registries. Registrar transfers for domain names with a gTLD extension are excluded within the first 60 days after initial registration.

Registrant agrees that it can change its Registrar for an existing domain name only in accordance with registry administrator policy. Registrant agrees that registration of its domain name shall be subject to suspension, cancellation or transfer by any ICANN procedure ,or by any registry administrator procedure approved by ICANN policy. Registrant acknowledges that the Registry administrator or ICANN policy may provide that registration of certain domain names is prohibited.

Tuonome.it reserves the right to process only correctly completed applications which meet the requirements cited in the application process.

4 AGENTS AND LICENSES

The registrant remains the responsible contracting party under this Service Agreement, even if the Registrant licenses use of the domain name to a third party. Registrant agrees that if this Service Agreement is completed by an agent for the Registrant, the Registrant is nonetheless bound as a principal by all terms and conditions herein, including the relevant dispute policy. By using your customer code or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. You agree that if you license the use of the domain name registered to you to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration. In addition, you are responsible for any errors made by your agent.

5 ASSIGNMENT AND RESALE

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any Services without Tuonome.it's prior express written consent.

6 MODIFICATIONS TO THE TUONOME.IT SERVICE AGREEMENT AND DISPUTE POLICY

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on Tuonome.it's web site, or on notification to you by e-mail or land mail. You agree to review Tuonome.it's web site, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail at policy@tuonome.it or land mail at the addresses listed on the cover page of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Tuonome.it services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes. You further agree that we, in our sole discretion, may modify our Dispute Policy at any time. Your continued use of the domain name registered to you shall constitute your acceptance of this Agreement and the Dispute Policy with the new modifications. You acknowledge that 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 domain name registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any changes to this Agreement or the Dispute Policy. Tuonome.it provides its services exclusively on the basis of the present Service Agreement and any appendices. Any general terms and conditions of the customer are hereby rejected.

7 FEES

As consideration for the services you purchased, you agree to pay Tuonome.it the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from us. All registration fees are due immediately and are nonrefundable, depending on the Registry's operating rule, except as otherwise expressly noted. Unless otherwise specified herein, each Tuonome.it service is for a one-year initial term and renewable thereafter for successive one-year terms, as set forth during the renewal process. Any renewal of your services with us is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, the domain name registry's acceptance of your domain name registration. You agree that if you paid by credit card for any services provided hereunder, Tuonome.it is authorised, but not obligated, to automatically charge your credit card. Registrant agrees that failure to pay any registration fee when due (as evidenced for example by, without limitation, Registrant's credit card company notifying Tuonome.it of Registrant disputing the payment of, or refusing to pay such Registration fee, or where the Registrant's credit card payment has been declined or reversed) will entitle Tuonome.it to cancel the provided service at its sole discretion. To review the current pricing for domains (registration, transfer, renewal and RGP), please go to <http://www.apisrs.com/cgi-bin/domini.cgi>.

8 RENEWAL NOTIFICATION POLICY

With respect to domain name registration services, as requested by the ICANN Expired Registration Recovery Process (ERRP), we will email a renewal notification approximately one month and approximately one week prior to each such domain name's expiration. In addition, if a domain name is not renewed, we will email an additional renewal notification within five days after the expiration of such domain name's registration. All renewal notifications will be sent to the email of the primary account contact (registrant).

9 DOMAIN DELETION AND AUTO-RENEWAL POLICY

- 9.1. If you fail to respond to our renewal notices, with payment of renewal fee, your domain name registration will expire.
- 9.2. If you fail to pay the renewal fee before the expiration date, the domain name will expire and may be cancelled on the next days and you will no longer have use of that name.
- 9.3. RGP (Redemption Grace Period) for domain name under gTLDs; If your gTLDs's domain name is deleted, the Registry also provides a 30-day Redemption Grace Period during which you may pay Tuonome.it d/b/a APISrs.com a redemption fee and restore (redeem) your domain name registration. To review the current cost of the redemption fee please go to <http://www.apisrs.com/cgi-bin/domini.cgi>.
- 9.4. If you do not restore (redeem) your domain name registration prior to the end of the Registry's Redemption Grace Period the Registry will release your name and it will become available for registration on a first-come-first-served basis.

10 PRIVACY POLICY: DISCLOSURE AND USE OF REGISTRATION INFORMATION

- 10.1. Registrant acknowledges Information obtained from Registrant will be
 - 10.1.1. transmitted to the registry administrator for registry use
 - 10.1.2. publicly available as required by ICANN or competent Registry administrator. Additionally, you acknowledge that ICANN or competent Registry administrator may impose guidelines, limits and/or requirements that relate to the amount and type of information that we must make available to the public or to private entities
 - 10.1.3. used by Tuonome.it for inclusion in registers and data bases produced by Tuonome.it or its licensees.
- 10.2. Registrant may access data provided and rectify any incorrect data relating to Registrant through a username and password combination to be provided by Tuonome.it. You agree that any person in the possession of your username and password-combination will have the ability and your authorization to modify your domain name registration information. In no event will we be liable for the unauthorized use or misuse of your login name or password or security authentication option.
- 10.3. Registrant consents to the use of the Information for the purposes set out in clauses 10.1.1. to 10.1.3.
- 10.4. Registrant warrants that it has provided, or will provide, to any third party individuals whose personal details the Registrant has provided to Tuonome.it, the same information about use of those details as are set out in this clause 10, and that the third parties individually have consented to use of their personal data.
- 10.5. Tuonome.it will not process Information in a manner incompatible with the purposes and limitations set out in this clause 10.
- 10.6. Tuonome.it will take reasonable precautions to protect personal information obtained from Registrant from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- 10.7. You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. You acknowledge that willfully providing inaccurate or unreliable information or willfully failing to update information promptly, or failure to respond for over fifteen calendar days to our inquiries (as Registrar) concerning the accuracy of contact details, will constitute a material breach of this Agreement and will be a basis for cancellation of your domain name.
- 10.8. Our Privacy Statement, incorporated herein by reference <http://www.tuonome.com/docs/privacypolicy.pdf> further sets forth your and

our rights and responsibilities with regard to your personal information

11 NOTICES AND ANNOUNCEMENTS

We deserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet. All notices must be sent either in writing (or by e-mail, but only to the extent expressly contained herein). All written notices to Tuonome.it d/b/a APIsrs.com shall be delivered to Tuonome.it srl, Via della Lama 33 – 51013 Chiesina Uzzanese (PT) – Italy. All notices to you shall be delivered to your mailing address or e-mail address provided in your domain name application or other service order (as updated by you pursuant to this Agreement). All notices delivered in writing hereunder must be sent by either overnight courier or certified mail, return receipt requested.

12 LIMITATION OF LIABILITY

To the extent permitted by law, the Registrant agrees that neither Tuonome.it nor the Registry administrator will be liable to you or any other person for any suspension or loss that may occur due to (a) any loss of registration of a domain name, (b) the use of your domain name, (c) access delays or access interruptions to our site or the web site(s) or services you access by the domain name registered in your name (d) data non-delivery, mis-delivery, corruption, destruction or other modification; (e) events beyond TUONOME.IT's reasonable control; (f) the processing of this application; (g) loss or liability resulting from acts of God; (h) loss or liability resulting from the unauthorized use or misuse of your username or password; (i) the failure of you or your agent to pay any fees hereunder; (j) the processing of any modification to the record associated with your domain name or (i) application of the dispute policy. Tuonome.it will also not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if Tuonome.it has been advised of the possibility of such damages. In no event shall Tuonome.it's maximum aggregate liability exceed the total amount paid by you to Tuonome.it for registration of your domain name. Because some states or countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law.

13 INDEMNITY

You agree to release, indemnify, and hold all Registry Operators, Tuonome.it, their contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Tuonome.it services provided hereunder or your use of the Tuonome.it services, including without limitation infringement by you, or someone else using any Tuonome.it service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any Tuonome.it operating rule or policy relating to the service(s) provided. When Tuonome.it is threatened with suit by a third party, Tuonome.it may seek written assurances from you concerning your promise to indemnify Tuonome.it; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name. This indemnification is in addition to any indemnification required under the Dispute Policy.

14 BREACH AND REVOCATION

Tuonome.it reserves the right to suspend, cancel, transfer or modify your domain name registration or suspend, cancel or modify other services we provide in the event (a) you materially breach this Agreement (including the Dispute Policy) and do not cure such breach within thirty (30) days of notice by Tuonome.it, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, (c) you use your domain name in connection with unlawful activity, or (d) grounds arise for such suspension, cancellation, transfer or other modification as provided for in this Agreement. You further acknowledge and agree that your registration of a domain name is subject to suspension, cancellation or transfer by any ICANN procedure, by any registrar (including Tuonome.it) or registry administrator procedures approved by an ICANN-adopted policy, (1) to correct mistakes by Tuonome.it, another registrar or the registry administrator in administering the name or (2) for the resolution of disputes concerning the domain name.

You also agree that Tuonome.it shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain name registration upon seven (7) calendar days prior written notice, or at such time as Tuonome.it receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation transfer or modification of the domain name registration or other Tuonome.it service.

15 WARRANTY

Registrant agrees that neither a pre-registration application nor a registration of a domain name grants any legal rights of ownership of the relevant domain name, nor does it confer immunity from objection to the pre-registration, registration or use of the domain name.

Registrant warrants that, to the best of Registrant's knowledge and belief, neither its registration of a domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. Breach of this warranty will constitute a material breach.

You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights, including, but not limited to, whether any foreign language translations of your domain name, either between roman-alphabet languages, between non-roman alphabet languages, or between roman-alphabet and non-roman alphabet languages, infringe or violate someone else's rights

16 RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other Tuonome.it service(s) or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other Tuonome.it service(s), or we delete your domain name or other Tuonome.it service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other Tuonome.it service(s).

17 DISPUTE POLICY

Registrant agrees, as a condition to submitting this Registration Agreement, and if the Registration Agreement is accepted by Tuonome.it, that on successful registration of any domain name under this Agreement the Registrant is bound by Tuonome.it's current dispute policy and the dispute policy procedures. Registrant acknowledges that the dispute policy described in this clause is the Uniform Domain Name Dispute Resolution Policy (the "URDP Dispute Policy"). Registrant agrees that in respect of the pre-registration or registration of some Tuonome.it services, other dispute policies may apply as specified by the competent registry administrator from time to time, as described in more detail in chapter 19 and schedule E of the present Service Agreement. Registrant agrees that Tuonome.it may change or modify the UDRP Dispute Policy, incorporated by reference herein, at any time. Registrant agrees that Registrant's maintaining the registration of a domain name after changes or modifications to the UDRP Dispute Policy become effective constitutes Registrant's continued acceptance of these changes or modifications. Registrant agrees that any dispute relating to registration or use of its domain name (and which is not the subject of the Other Dispute Policies as evidenced in chapter 21 and schedule E of the present Agreement) will be subject to the provisions specified in the UDRP Dispute Policy. Without prejudice to other potentially applicable jurisdictions, Registrant submits to the jurisdiction of the courts as provided in the UDRP Dispute Policy.

The UDRP Dispute Policy and other ICANN Consensus Policies applicable to gTLD Registrars can be viewed at <http://www.icann.org/udrp/udrppolicy-24oct99.htm> and <http://www.icann.org/general/consensus-policies.htm> respectively. The UDRP Dispute Policy procedure can be viewed at <http://www.icann.org/udrp/udrp-rules-24oct99.htm>

18 GOVERNING LAW

Registrant agrees that this Registration Agreement is governed in all respects by and construed in accordance with the laws of Italy. By submitting this Service Agreement, Registrant consents to the exclusive jurisdiction and venue of the Courts of Pistoia and all courts hearing appeals from such Courts. Except as otherwise set forth in the Dispute Policies with respect to disputes, any action to enforce this Agreement or any matter relating to your use of the Tuonome.it site shall be brought exclusively in the Court of Pistoia, Italy.

19 INFANCY

You attest that you are of legal age to enter into this Agreement

20 TRADEMARKS

Tuonome.it TM and other names, logos and icons identifying Tuonome.it and its products and services referenced herein are trademarks or registered trademarks of Tuonome.it All other product and/or brand or company names mentioned herein are the trademarks of their respective owners.

21 ADDITIONAL REGISTRY REQUIREMENTS

21.1 .INFO

Should you seek to register a .INFO second level domain name you, the registrant, must agree to the following terms:

Registrant consents to the use, copying, distribution, publication, modification, and other processing of Registered Domain Name Holder's Personal Data by Afiliias, the .INFO Registry Operator, and its designees and agents in a manner consistent with the purposes specified pursuant in its contract.

Registrant agrees to submit to proceedings under ICANN's Uniform Domain Name Dispute Policy (UDRP) and comply with the requirements set forth by Afiliias for domain names registered during the Sunrise Period, including the mandatory Sunrise Dispute Resolution Policy. These policies are subject to modification.

Registrant agrees to immediately correct and update the registration information for the Registered Name during registration term for the Registered Name, failure to correct this information shall constitute a breach of this Agreement.

Registrant acknowledges that Afiliias, the registry operator for .INFO, will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period or the Land Rush Period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a Sunrise Registration.

Registrar and Afiliias, the registry operator for .INFO, expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Registrar and/or Afiliias as well as their affiliates, subsidiaries, officers, directors and employees. Registrar and Afiliias also reserve the right to freeze a domain name during resolution of a dispute.

APPLICATION SUBMISSION. You acknowledge and agree that Tuonome.it may be submitting your .INFO domain name application(s) to the .INFO Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

22.2 .BIZ

Should you seek to register a .BIZ second level domain name you, the registrant, must agree to the following terms:

BIZ RESTRICTIONS. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes. For purposes of the .biz Registration Restrictions ("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: I. To exchange goods, services, or property of any kind; II. In the ordinary course of trade or business; or III. To facilitate: a) the exchange of goods, services, information, or property of any kind; or, b) the ordinary course of trade or business. Registering a domain name solely for the purposes of i. selling, trading or leasing the domain name for compensation, or ii. the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

BIZ CERTIFICATION. As a .biz domain name registrant, you hereby certify to the best of your knowledge that: The registered domain name will be used primarily for bona fide business or commercial purposes and not i. exclusively for personal use; or ii. solely for the purposes of a. selling, trading or leasing the domain name for compensation, orb. the unsolicited offering to sell, trade or lease the domain name for compensation. For more information on the .biz restrictions, which are incorporated herein by reference, please see: <http://www.neulevel.com/countdown/registrationRestrictions.html> The domain name registrant has the authority to enter into the registration agreement; and the registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

PROVISION OF REGISTRATION DATA. a) Provision of Registration Data. As part of the registration process, you are required to Provide us with certain information and to update this information to keep it current, complete and accurate. This information includes (i) your full name, postal address, e-mail address, voice telephone number, and fax number if available; (ii) the name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; (iii) the IP addresses of the primary nameserver and any secondary nameserver(s) for the domain name; (iv) the corresponding names of those nameservers; (v) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the domain name; (vi) the full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the domain name; (vii) the name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the domain name; and (viii) any remark concerning the registered 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/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement. b) Inaccurate or Unreliable Data. You hereby represent and warrant 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 the information provided up to date. Your willful provision of inaccurate or unreliable information, your willful failure promptly to update information provided to us, or any failure to respond for over five calendar days to our inquiries addressed to the e-mail address of the administrative, billing or technical contact then appearing in the Whois directory with respect to an domain name concerning the accuracy of contact details associated with any registration(s) or the registration of any domain name(s) registered by or through you or your account, shall constitute a breach of this Agreement. Any information collected by us concerning an identified or identifiable natural person ("Personal Data") will be used in connection with the registration of your domain name(s) and for the purposes of this Agreement and as required or permitted by the ICANN Agreement or any ICANN/Registry Policy.

DOMAIN NAME DISPUTE POLICY. If you reserved or registered a .biz domain name through us, you agree to be bound by our current domain name dispute policy that is incorporated herein and made a part of this Agreement by reference. Please take the time to familiarize yourself with that policy. In addition, you hereby acknowledge that you have 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, available at <http://www.icann.org/udrp/udrp.htm>.

The Start-up Trademark Opposition Policy ("STOP"), available at <http://www.neulevel.com/countdown/stop.html>; and (iii) The Restrictions Dispute Resolution Criteria and Rules, available at <http://www.neulevel.com/countdown/rdrp.html>. The STOP sets forth the terms and conditions in connection with a dispute between a registrant of a .biz domain name ("Registrant") with any third party (other than Registry Operator or Registrar) over the registration or use of a .biz domain name registered by Registrant that is subject to the Intellectual Property Claim Service. The Intellectual Property Claim Service a service introduced by Registry Operator to notify a trademark or service mark holder ("Claimant") that a second-level domain name has been registered in which that Claimant claims intellectual property rights. In accordance with the STOP and its associated Rules, those Claimants will have the right to challenge registrations through independent ICANN-accredited dispute resolution providers. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant. The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator 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 enforced on a case-by-case, fact specific basis by an independent ICANNaccredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the SUDRP or UDRP processes.

DOMAIN NAME DISPUTE POLICY MODIFICATIONS. You agree that we, in our sole discretion, may modify our dispute policy. We will post any such revised policy on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

DOMAIN NAME DISPUTES. You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our dispute policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of our domain name registration services, you agree not to make any changes to your domain name record without our prior approval. We may not allow you to make changes to such domain name record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of our domain name registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a party with a registrar certificate from us.

RESERVATION OF RIGHTS. Tuonome.it. and the .biz Registry Operator, NeuLevel, Inc. expressly reserve the right to deny, cancel or transfer any registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Tuonome.it. and/or NeuLevel, Inc., as well as their affiliates, subsidiaries, officers, directors and employees. Tuonome.it. and NeuLevel, Inc. also reserve the right to freeze a domain name during resolution of a dispute.

APPLICATION SUBMISSION. You acknowledge and agree that Tuonome.it may be submitting your .BIZ domain name application(s) to the .BIZ Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.3 .AERO

Should you seek to register a .AERO second level domain name you, the registrant, must agree to the following terms:

You acknowledge that you have read and agree to be bound by the Registry's (SITA) [Domain Management Policy](#) and [Minimum Terms and Conditions](#), available at www.information.aero.

21.4 .NAME

Should you seek to register a .NAME second level domain name you, the registrant, must agree to the following terms:

1. Eligibility Requirements. You represent and warrant that every registration you are applying for in the .name top-level domain ("TLD") satisfies the eligibility requirements ("Eligibility Requirements") established by Global Name Registry Ltd., the registry for the .name TLD, which are available at the following URL: <http://www.icann.org/tlds/agreements/name/registry-agmt-appl-03jul01.htm>.
2. Dispute Resolution Policies. You agree that every service for which you register is subject to the Uniform Domain Name Dispute Resolution Policy (the "UDRP") and the Eligibility Requirements Dispute Resolution Policy (the "ERDRP"), which are located at <http://www.icann.org/tlds/agreements/name/registry-agmt-appm-03jul01.htm>. Without limiting the foregoing, you agree that (i) every Defensive Registration is subject to challenge pursuant to the ERDRP; (ii) if a Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registration Holder will pay the challenge fees; (iii) if a challenge to a Defensive Registration is successful, the Defensive Registration will be subject to the procedures described in the ERDRP and the Eligibility Requirements including, without limitation, the cancellation of the Defensive Registration Holder's other Defensive Registrations; and (iv) if a Phase I Defensive Registration (as defined by the .name registry) is successfully challenged on the basis that it does not meet the applicable eligibility requirements, the Defensive Registration Holder will thereafter be required to demonstrate, at its expense, that it meets the eligibility requirements for Phase I Defensive Registrations for all other Phase I Defensive Registrations that it registered within .name through any registrar. In the event the Defensive Registration Holder is unable to demonstrate the foregoing with respect to any such Phase I Defensive Registration(s), those Defensive Registration(s) will be cancelled.
3. Limitation of Liability. In addition to the other limitations of liability contained herein, you agree that neither the .name registry nor Tuonome.it shall have any liability of any kind for any loss or liability resulting from (i) the processing of registration requests prior to live SRS launch, including, without limitation, your ability or inability to obtain a Registered Name, a second-level domain e-mail address registration (an "SLD E-mail Address"), a Defensive Registration, or a NameWatch Registration using the services provided by Tuonome.it or the .name registry; or (ii) any dispute over any Registered Name, SLD E-mail Address, Defensive Registration, or NameWatch Registration, including any dispute resolution proceeding related to any of the foregoing.
4. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .name registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .name registry.
5. Application Submission. You acknowledge and agree that Tuonome.it may be submitting your .NAME domain name application(s) to the .NAME Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.5 .US

Should you seek to register a .US second level domain name you, the registrant, must agree to the following terms:

1. Nexus Requirements/Certification. You certify that you have and shall continue to have a lawful bona fide U.S. nexus, as required by the .US top-level domain ("TLD") administrator, NeuStar, Inc. (.US Registry"), and that you meet all of the .US nexus requirements (.US Nexus Requirements") set forth below (and as represented by you in the registration application information provided by you to Tuonome.it). You must be (and you certify that you are) either:
 - A. A natural person (i) who is a United States citizen, (ii) a permanent resident of the United States of America or any of its possessions or territories, or (iii) whose primary place of domicile is in the United States of America or any of its possessions [Nexus Category 1]; or
 - B. An entity or organization that is (i) incorporated within one of the fifty (50) U.S. states, the District of Columbia, or any of the United States possessions or territories or (ii) organized or otherwise constituted under the laws of a state of the United States of America, the District of Columbia or any of its possessions or territories [Nexus Category 2]; or
 - C. An entity or organization (including a federal, state, or local government of the United States, or a political subdivision thereof) that has a bona fide presence in the United States of America or any of its possessions or territories [Nexus Category 3]. If you are claiming Nexus Category 3, you certify that you have a "bona fide presence in the United States" on the basis of real and substantial lawful contacts with, or lawful activities in, the United States of America.
2. Name Servers Certification. You certify that the name servers listed by you in connection with your application for domain name registration services in the .US TLD are located within the United States.
3. Your obligation to satisfy Nexus Requirement. You acknowledge and agree that it is your responsibility, through the registration process (and, if applicable, as required subsequent to your application), to provide the information necessary to satisfy the .US Nexus Requirements, and that a failure by you to satisfy the .US Nexus Requirements may result in, among other things, (i) the domain name application(s) being rejected by Tuonome.it and/or the .US Registry, (ii) the domain name(s) being placed on "hold" by Tuonome.it and/or the .US Registry, and/or (iii) the domain name(s) being deleted by Tuonome.it and/or the .US Registry. Neither Tuonome.it nor the .US Registry (nor any other entity or person) shall be liable to you for any actions or inactions of any of them resulting from your failure to provide all required .US Nexus Requirements information at the time of registration (or, where applicable, subsequent to registration), and none of them shall have any obligation to request or attempt to obtain from you additional information to establish your compliance with the .US Nexus Requirements, even if the need for such information is known by any of them.
4. Nexus Dispute Policy. You agree to be bound by the Nexus Dispute Policy ("NDP") administered by the .US Registry (or a third party designated by the .US Registry), which policy and its applicable forms are located on the .US Registry's web site at the URL: www.neustar.com.

You agree to abide by all decisions rendered by the .US Registry (or its third party designee) in connection with the NDP.

5. Dispute Resolution Policy. You agree that you are bound by the United States Dispute Resolution Policy set forth on the .US Registry's website at the URL: www.neustar.com.

6. Registry Actions or Inactions. Our ability to provide services to you depends in part upon the provision of services by third parties, such as the .US Registry. We cannot control and will not be responsible for the actions or inactions of such third parties. You acknowledge and agree that we shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties, including, but not limited to, the .US Registry (for example, the .US Registry reserves the right to deny, delete, transfer or freeze any domain name registration for a variety of reasons, none of which Tuonome.it can control).

7. Accurate Information. Without limiting the other provisions of the Agreement, your willful or grossly negligent provision of inaccurate or unreliable information, or your willful or grossly negligent failure promptly to update information provided to Tuonome.it shall constitute a material breach of this Agreement and shall be a basis for cancellation of the domain name(s) applied for hereunder.

8. Application Submission. You acknowledge and agree that Tuonome.it may be submitting your .US domain name application(s) to the .US Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.6 .MUSEUM

Should you seek to register a .museum domain name you, the registrant, must agree to have read and agree to be bound by the Museum Domain Management policy, available on <http://musedoma.museum/policy.html>, including the Eligibility Requirements, Naming Conventions and Acceptable use policy for the .museum Top Level Domain. You acknowledge and agree that Tuonome.it may be submitting your .museum domain name application(s) to the .museum Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.7 .COOP

Should you seek to register a domain name under the .coop TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions. In case of conflict, the terms and conditions established in this provision shall prevail when registering a domain name under the .coop TLD.

In order to qualify to register a domain name under the .coop TLD you are required to enter into an agreement with DotCooperation LLC, the sponsor of the .coop TLD (hereinafter, the "Sponsor Registration Agreement"). You agree to be bound by the terms and conditions of the Registration Agreement, which is incorporated to this Agreement by reference <http://www.nic.coop/terms.asp>. By accepting this Agreement you will also accept by incorporation the said Sponsor Registration Agreement.

You agree to indemnify and keep us indemnified in the same circumstances as established in the Registration Agreement with respect to the Sponsor. You agree to give us the same guarantees you give the Sponsor in the Registration Agreement. If applicable, you agree to be bound towards us by the same obligations as you are bound to the Sponsor in the Registration Agreement. You acknowledge and agree that Tuonome.it may be submitting your .coop domain name application(s) to the .coop Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.8 .PRO

Should you seek to register a domain name under the .pro TLD, in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions of the Registry Operator. In case of conflict, the terms and conditions established in this provision shall prevail when registering a domain name under the .pro TLD.

1. Overview. The following types of registrations within the .pro top-level domain (TLD) are available to qualified persons and entities: Registered Names (i.e. domain names), Premium Intellectual Property Defensive Registrations (ProBlock), Basic Intellectual Property Defensive Registrations (ProGuard), and Standard Defensive Registrations (ProReserve).

Registered Names are restricted to persons and entities that are credentialed by appropriate entities (such as through governmental bodies and professional organizations) to provide professional services within a stated geographic region (a "Licensing Jurisdiction"). Intellectual Property Defensive Registrations, are restricted to trademark or service mark holders with valid and enforceable trademark or service mark registrations of national effect that are issued prior to September 30, 2002. Standard Defensive Registrations are restricted to persons and entities that are credentialed by appropriate entities to provide professional services.

Registrants of Registered Names and Defensive Registrations in the .pro TLD will be required to certify that they meet all qualifications and requirements. Eligibility of registration of Registered Names will be verified and periodically re-verified at least annually.

2. As part of the registration process, you are required to provide us with certain information and to update this information to keep it current, complete and accurate. You must provide contact information, including name, email address, postal address and telephone number, for use in disputes relating to your registration of a .pro domain name or defensive registration. You understand and agree that this contact information will be provided as part of the WHOIS record for your .pro domain name or Defensive Registration. You further understand that the Registry Operator may share the foregoing registration data with third parties that act as subcontractors to it for the purpose of this Agreement, and you agree that your personal data may be shared with the Registry Operator's subcontractors. You agree and understand that the foregoing registration data will be publicly available and accessible on the WHOIS directory for .pro as required by ICANN and may be sold in bulk in accordance with ICANN policy.

3. You represent and warrant that the data provided in your .pro domain name or Defensive Registration application is true, correct, up to date, and complete; you will at all times during the term of your registration keep the information provided above up to date;

4. You represent and warrant that your .pro domain name or defensive registration satisfies all applicable .pro restrictions at the time of registration;

5. You represent and warrant that your .pro domain name registration satisfies the digital security requirements for obtaining a .pro domain

name registration;

6. You agree not to make any representation to any person or entity that expressly or impliedly conveys that your registration of a .pro domain name in any way signifies or indicates that you possess any general or specific professional qualifications, including, but not limited to, professional qualifications in a particular field;

7. You certify that you have the authority to enter into the registration agreement;

8. In the case of a Sunrise and/or Intellectual Property Defensive Registration you certify that your registration meets the following requirements:

- (a) you own a current (non-expired) trademark or service mark registration
- (b) having national effect (including, for example, European Community Trademarks (CTMs), but excluding United States state registrations)
- (c) that issued prior to (i) September 30, 2002; and
- (d) the registration (specifically, the third-level label) is identical to the textual or word elements of the trademark or service mark.

In determining whether the domain name is identical to the textual or word elements of the trademark or service mark (item (d) immediately above), only ASCII characters in the trademark or service mark will be considered. Where there is a space between the textual elements of a mark, the registrant may elect at his, her, or its discretion to use a hyphen or combine the elements together. For example, the mark "SERVICE MARK" could be registered as servicemark.law.pro or service-mark.law.pro. Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted.

9. You agree to the use, copying, distribution, publication, modification and other processing of your data by the Registry Operator and its designees and agents in a manner consistent with the purposes of issuing a .pro domain name, defensive registration or digital certificate and publishing any and all required information in the WHOIS or other relevant databases.

10. You acknowledge that Registry Operator, RegistryPro, Inc., will have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Sunrise Period including, without limitation: (i) the ability or inability of any registrant to obtain a .pro defensive registration or domain name during these periods, and (ii) the results of any dispute over a Sunrise/IP Defensive Registration.

11. The Registered Name Holder acknowledges having read and understood and agrees 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

- (i) The Uniform Domain Name Dispute Resolution Policy, available at <http://www.icann.org/dndr/udrp/policy.htm>
- (ii) The Intellectual Property Defensive Registration Challenge, available at <http://www.registrypro.pro/defensive.htm> and <http://www.icann.org/dndr/prosdrp/policy.htm>;
- (i) <http://www.icann.org/dndr/prosdrp/policy.htm>;
- (ii) The Qualification Challenge Policy and Rules, available at <http://www.icann.org/dndr/proqcp/policy.htm> and <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;
- (iii) <http://www.icann.org/dndr/proqcp/uniform-rules.htm>;
- (iv) The .pro TLD restriction requirements, available at <http://www.registrypro.com/policies/eligibility.php>
- (v) For registrations of Registered Names, the .pro TLD digital certification requirements, available at <http://www.registrypro.pro/certifications.htm>; and
- (vi) <http://www.registrypro.pro/certifications.htm>; and
- (vii) Procedures for any applicable Verification Toolkit.

DISPUTE POLICY MODIFICATIONS

You agree that Registry Operator may modify any applicable dispute policies. Registry Operator will post any such revised policy on its Web site at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining a domain name or Defensive Registration after modifications to the dispute policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

DEFENSIVE REGISTRATIONS DISPUTES

You agree that, if your domain name or Defensive Registration is challenged by a third party, you will be subject to the provisions specified in the relevant dispute policy in effect at the time of the dispute. You agree that in the event a dispute arises with any third party, you will indemnify and hold REGISTRAR harmless pursuant to the terms and conditions set forth below in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your domain name or Defensive Registration, you agree not to make any changes to your registration record without our prior approval. We may not allow you to make changes to such registration record until (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification by you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled.

CONSENT

Defensive Registrants may be asked to give their consent to allow individuals to share a part of their space. In such a circumstance, you will have 10 days to respond to a request for consent.

12. The Registered Name Holder represents and warrants that, at all times during the term of domain name registration, he, she, or it meets the .pro registration requirements set forth by Registry Operator for the registration of the Registered Name Holder's registration. The Registered Name Holder is required to provide prompt notice to Registrar if it fails to meet such registration requirements. Registrar and/or Registry Operator shall have the right to immediately and without notice to Registered Name Holder, suspend, cancel or modify a Registered Name Holder's registration if, at any time, the Registered Name Holder fails to meet the registration requirements for such domain name.

13. Violations of the .pro TLD restrictions may be enforced directly by or through Registry Operator.

14. You agree to indemnify, defend and hold harmless RegistryPro and its subsidiaries, affiliates, divisions, shareholders, directors, officers, employees, accountants, attorneys, insurers, agents, sub-contractors, predecessors, successors and assigns from and against any and all losses, costs, expenses (including reasonably attorneys' fees), causes of action or other liabilities of any kind, whether known or unknown, arising out of, relating to, or otherwise in connection with any RegistryPro services provided pursuant to your .pro registration, including but not limited to .pro eligibility verification services and the digital certificate services. This obligation shall survive the termination or expiration of this Terms and Conditions Agreement.

15. You agree to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by RegistryPro and its designees and agents in a manner consistent with the purposes of issuing a .pro domain name.

16. You represent and warrant that your registration meets the applicable .pro registration requirements within agree that, during the term of your registration, you will continue to meet such requirements and that you will promptly notify REGISTRAR if you no longer meet such requirements.

17. You acknowledge that RegistryPro is a third party beneficiary of the Registration Agreement with the right to enforce those provisions of the Registration Agreement that affect it.

18. You acknowledge that we shall be solely responsible for providing you with services with respect to (a) your application for a .pro name and (b) in the event such application is accepted, for all ongoing services with respect to its issued such .pro domain name. You further acknowledge that the Registry Operator, RegistryPro, Inc. shall have no obligation to provide such services to you. You agree that you have no contractual relationship whatsoever with RegistryPro and that you are not a third party beneficiary of any agreement between RegistryPro and REGISTRAR. You further agree that RegistryPro will have no legal, equitable or other liability of any kind to Applicant.

19. You further acknowledge that if, pursuant to the performance of the initial verification services or annual reverification services required for the issuance of a .pro domain name, we determine that you do not meet or does not continue to meet the applicable .pro registration requirements, we shall be entitled to retain a processing fee in connection with the performance of the initial verification services and in connection with the performance of the annual reverification services.

DISCLAIMER

.Pro registrants self-certify that they are professionals and neither this organization nor the Registry Operator can attest to its accuracy. The relevant jurisdiction's licensing body or office of professionals should be contacted to obtain information about a .pro registrant's licensing status and qualifications. Neither this organization nor RegistryPro (the operator of the .pro registry) is (i) a referral service, a partner with or agent of any .pro registrant (nor is there any endorsement of any .pro registrant, the content on a .pro web site or advice given by a .pro registrant); or (ii) giving any legal, medical, accounting or other professional advice. The data contained in RegistryPro's WHOIS database, including but not limited to data regarding a registrant's stated profession, is provided "as is" with no guarantee or warranties regarding its timeliness or accuracy. For information about Digital Certificates, please see the .pro Certificate Practices Statement, available at www.registrypro.com.

21.9 .ORG

Should you seek to register a domain name under the .org TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions. In case of conflict, the terms and conditions established in this provision shall prevail when registering a domain name under the .org TLD. You agree to be bound by the terms and conditions of the operational standards, policies, procedures, and practices for the .ORG Registry TLD established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit E to the Registry Registrar Agreement, which is incorporated to this Agreement by reference http://www.pir.org/registrars/become_a_registrar/Forms/pir_rra_08-19-03.pdf. You acknowledge and agree that Tuonome.it may be submitting your .org domain name application(s) to the .org Registry through CORE, or in a direct manner being an ICANN-Accredited Registrar.

21.10 .CN

Should you wish to register a domain name under the .cn TLD in addition to the above terms and conditions, you agree to be bound by the following specific terms and conditions. In case of conflict, the terms and conditions established in this provision shall prevail when registering a domain name under the .cn TLD.

You acknowledge that in this Agreement the term Registry Operator when used in connection with the registration of a domain name under the .cn TLD shall also mean the Registry Gateway Provider, that is, the entity authorized, at each time, by the Registry Operator of the .cn TLD to provide the registry gateway services. Currently, the Registry Gateway Provider is the company NeuStar, Inc. You certify that: (i) the data provided in the domain name registration application is true, correct, up to date and complete; (ii) you will keep the information provided up to date; and (iii) to the best of your knowledge you have the authority to enter into this Agreement. You agree that you may not register or use a domain name that is deemed by the Registry Operator to:

- (i) be against the basic principles described in the Constitution of the Peoples Republic of China ("PRC");
- (ii) jeopardize national security, leak state secrets, intend to overturn the government, or disrupt of state integrity of the PRC;
- (iii) harm national honor and national interests of the PRC;
- (iv) instigate hostility or discrimination between different nationalities, or disrupt the national solidarity of the PRC;
- (v) violate the PRC's religion policies or propagate cult and feudal superstition;
- (vi) spread rumors, disturb public order or disrupt social stability of the PRC;
- (vii) spread pornography, obscenity, gambling, violence, homicide, terror or instigate crimes in the PRC;
- (viii) insult, libel against others and infringe other people's legal rights and interests in the PRC; or

- (ix) take any other action prohibited in laws, rules and administrative regulations of the PRC.

You agree to be bound by the Registry Operator domain name policy and rules and the Registry Operator domain name dispute policy that are incorporated and made part of this Agreement by reference:

China Internet Domain Name Regulations (currently at <http://www.cnnic.net.cn/ruler/20.shtml>)

CNNIC Detailed Rules of Internet Domain Name Registration Administration (currently at <http://www.cnnic.net.cn/ruler/16.shtml>)

CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-10.shtml>)

Rules for CNNIC Domain Name Dispute Resolution Policy (currently at <http://www.cnnic.net.cn/doc/e-9.shtml>)

You agree that the Registry Operator may change its domain name policy and rules and the domain name dispute policy at any time and that maintaining the registration of a domain name under the .cn TLD after modifications to the above mentioned policies and rules become effective, constitutes your continued acceptance of said modifications.

Further to the jurisdictions indicated in provision 8 of this Agreement, you expressly submit to the jurisdiction of the courts of the People's Republic of China.

With respect to the registration of a .cn TLD, this Agreement shall be governed by the laws of the People's Republic of China.

21.11 .MOBI

Registered Name Holder shall:

Indemnify to the maximum extent permitted by law, defend and hold harmless Registry Operator, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and this indemnification obligation survive the termination or expiration of the registration agreement;

Indemnify, defend and hold harmless the Registrar and Registry Services Provider, its subsidiaries and affiliates, and the directors, officers, employees and agents or each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration and or use, and indemnification obligation survive the termination or expiration of the registration agreement;

Acknowledge and agree that notwithstanding anything in this Agreement to the contrary, mTLD Top Level Domain Ltd. ("dotmobi"), the Registry Operator of the .mobi TLD, is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this Agreement acknowledge and agree that the third party beneficiary rights of dotmobi have vested and that dotmobi has relied on its third party beneficiary rights under this Agreement in agreeing to Tuonome.it srl being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of dotmobi shall survive any termination or expiration of this Agreement.

Comply with ICANN requirements, standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN;

Comply with operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Registry Operator in a non-arbitrary manner as Registry Policies, applicable to all registrars and/or Registered Name Holders, and consistent with the Registry Agreement shall be effective upon thirty days notice by Registry Operator to Registrar;

Consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Registry Operator and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6 and with relevant mandatory local data protection, laws and privacy;

Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP");

Immediately correct and update the registration information for the registered Name during the registration term for the Registered Name; Acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the Registry TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further to acknowledge that Registry Operator and the Registry Service Provider has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute made during the limited industry launch or over a Sunrise Registration.

Acknowledge and agree that the Registry and Registry Services Provider, acting in consent with the Registry, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; or (v) to correct mistakes made by the Registry or any registrar in connection with a domain name registration, and the Registry also reserves the right to freeze a Registered Name during resolution of a dispute.

Acknowledge and agree that they must comply with the requirements, standards, policies, procedures and practices set forth in the dotmobi Style Guide (www.mtld.mobi) and consent to the monitoring of the website as described in the dotmobi Style Guide monitoring guidelines (www.mtld.mobi) for compliance with the Style Guide. Furthermore, Registrant acknowledges and agrees that this Style Guide is subject to modification by the Registry with any such changes appearing at the previously designated URL, and that Registrant must promptly comply with any such changes in the time allotted.

Acknowledge and agree that Proxy or Proxy Registrations will not be allowed during the Sunrise Period, the Limited Industry Launch and the Premium Name Allocation and Auction Period, and in such an instance will constitute a material breach to this contract.

21.12 .TEL

Should you seek to register a .TEL second level domain name you, the registrant, must agree to the following terms:

You acknowledge that you have read and agree to be bound by the Registry's (TELNIC) Acceptable Use Policy, available at <http://telnic.org/downloads/AUP.pdf>.

21.13 COUNTRY CODE TOP-LEVEL DOMAINS.

The following terms shall apply to registrants of domain names registered in the country-code top-level domains available for registration on our Web site ("ccTLDs"), including but not limited to the .it .nl .be .fr .es .tv, .cc, .ws, .au, .uk, .at, .cn and .de country-code top-level domains. Your registration of a domain name in any ccTLD (each a "New TLD Domain Name"), is subject to policies established or revised from time to time by the registry for such TLD Domain Name ("TLD Registry"), in its capacity as the registry for its respective Top Level Domain. Each respective TLD Registry's current policies ("New TLD Registry Policies") are available for you to review at each New TLD's respective website (for example, the registry policy for .it can be found at <http://www.nic.it/crea-e-modifica.it/regolamenti-e-linee-guida>, the registry policy for .be can be found at http://www.dns.be/eng/DomainInfo/enduser_termsandconditions.htm, the registry policy for .de can be found at <http://www.denic.de/doc/DENIC/agb.en.html>, the registry policy for .nl can be found at <http://www.sidn.nl/sidn/flat/Algemeen/Voorschriften/index.html> , the registry policy for .uk can be found at <http://www.nominet.uk/go/terms>).

You agree to be bound by and comply with the applicable TLD Registry Policies, including amendments and modifications thereto, with respect to your Domain Name registration. You acknowledge and agree that you have reviewed and satisfied yourself as to the obligations and conditions contained in the applicable Registry Policies. Such policies shall not alter the terms and conditions of this Agreement. To the extent there is a conflict between the Registry policies and the terms of this Agreement, the terms of this Agreement shall prevail. You agree that the TLD Registry has the right to enforce the TLD Registry Policies.

SCHEDULE "A" TO SERVICE AGREEMENT

ADDITIONAL TERMS APPLICABLE TO REGISTRANTS OF DOMAIN NAMES

1. Security. Tuonome.it does not guarantee the security of your domain name registration records, and you assume all risks that the security option you select is compromised as a result of fraudulent, unauthorized or illegal activity.
2. Fees and Payment. Initial domain name registrations, and domain name registrations that have passed the registration agreement's anniversary date, must be in a paid status to transfer, delete, modify, or otherwise to request Tuonome.it to affect the domain name record or to provide domain name services. Domain name registrations in an unpaid status are routinely deleted on a regular basis.
3. Transfers and Licensing of Use. You agree that you may not transfer your gTLD domain name registration to another domain name registrar during the first sixty (60) days from the effective date of your initial domain name registration with us. You may transfer your domain name registration to a third party of your choice, subject to the procedures and conditions described under Schedule E of this Agreement. Even if you license the use of our domain name registration services to a third party, you remain responsible for complying with all terms and conditions of this Agreement, and you accept liability for harm caused by such licensee's wrongful use of our domain name registration services, unless you promptly disclose the identity of such licensee upon request by any person who provides reasonable evidence of actionable harm.
4. Under Construction Page. You acknowledge and agree that any or all domain names that are (i) registered with Tuonome.it , (ii) hosted on a Tuonome.it domain name server, and (iii) do not otherwise resolve to an active Web site, may resolve to an "under construction" or similar temporary Web page ("Under Construction Page"), and that Tuonome.it may place on any such Under Construction Page promotions and advertisements for, and links to, Tuonome.it s' Web site, Tuonome.it product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that Tuonome.it may change the content and/or appearance of, or disable, any Under Construction Page at any time, in its sole discretion, and without prior notice.

SCHEDULE "B" TO SERVICE AGREEMENT

E- MAIL SERVICES

1. Description of POP3 or Webmail e-mail Service. Tuonome.it might provide you with the capability of sending and receiving electronic mail via the Internet. You must: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; and (b) provide for your own connection to the Internet and pay any telephone service fees associated with such connection. Tuonome.it has set no fixed upper limit on the number of messages you may send or receive through the e-mail service; however, Tuonome.it retains the right, at Tuonome.it' sole discretion, to restrict the volume of messages transmitted or received by you in order to maintain the quality of our services to other customers and to protect our computer systems. We, in our sole discretion, will determine whether or not your conduct is consistent with this Agreement and any Tuonome.it operating rules or policies and may suspend or terminate your e-mail service if your conduct is found to be inconsistent with this Agreement or such rules or policies. The e-mail service is subject to scheduled and unscheduled outages that will impact your ability to use the service. We will use commercially reasonable efforts to restore the service after any unscheduled outages. Moreover, in order to receive the e-mail service we (or our third party provider) must host your domain name record. If you transfer your domain name record to a third party in conjunction with a live web site, or for any other reason, or allow your domain name registration to expire, you will no longer be able to use the e-mail service. We will not refund the fees you paid for our e-mail service if you elect to transfer your domain name record to a third party.
2. E-mail forwarding Service. Tuonome.it may make available to you the ability to subscribe to our e-mail forwarding service. You acknowledge and agree that, in the event you subscribe to the e-mail forwarding service offered as being part of the service "Redirect Free" or "Redirect Plus", electronic mail sent to the e-mail box of any user of your Tuonome.it e-mail service (e.g., somebody@yourname.it) will also be sent to the e-mail box set up for the e-mail forwarding service.
3. Billing for E-mail Service. Billing for annual e-mail services shall be by valid credit card (acceptable to Tuonome.it) or bank transfer at the time

of purchase.

4. Privacy. Tuonome.it will not monitor, edit or disclose the contents of your private communications with third parties unless required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Tuonome.it; (b) protect and defend the rights or property of Tuonome.it; or (c) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that Tuonome.it neither endorses the contents of any of your communications nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (a) send and receive messages; (b) conform to connecting networks' technical requirements; (c) conform to the limitations of the e-mail service; or (d) conform to other similar requirements.

SCHEDULE "C" TO SERVICE AGREEMENT

REDIRECT SERVICE

1. Tuonome.it is providing you with the capability to forward users or visitors who type in a specific domain name to another domain name designated by you through a service branded as "Redirect Free" or "Redirect Plus". You represent and warrant that you have the necessary rights to use the web forwarding service to forward, point, alias or resolve your domain name registrations(s) to the URL designated by you in ordering such services. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Redirect service without notice and with no obligation to refund fees paid if we determine the Redirect service is forwarding users to a website or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

SCHEDULE "D" TO SERVICE AGREEMENT

WEB SITES OR HOSTING PACKAGES

1. Definitions. For purposes of this Schedule, the following capitalized terms shall have the meanings ascribed to them below:

(a) "Courtesy Page" means any pre-designed, customizable Tuonome.it Web site template licensed by Tuonome.it to end users.

(b) "Hosting Service" means any of the Tuonome.it Web site packages that are available for purchase by end users on an annual basis, for a annual fee, that combine a Web site, the Web site Editing Tool, one or more POP3 or webmail e-mail addresses, and the Web Hosting Service as described on http://www.tuonome.com/sch_hosting.htm

(c) "Web site Editing Tool" means the on-line design and editing tool that allows customers to access their Web site, add/modify content, upload images and make generic changes to their Web site.

2. Payment. Billing for annual Hosting services shall be by valid credit card (acceptable to Tuonome.it) or bank transfer at the time of purchase.

3. Conduct. You agree that we, in responding to a third party complaint or for any other reason, have the right, in our sole discretion, to suspend or terminate your Hosting service without notice and with no obligation to refund fees paid if we determine the Hosting service is forwarding users to a website or URL that is unsuitable or being used for any unlawful or harmful purpose, as determined in our sole discretion.

4. Cancellation. You may cancel your Hosting Service at any time. To cancel your Hosting Service you must submit your written notice of cancellation to Tuonome.it (as provided herein) and include the following information: (i) Your Tuonome.it customer code and password; (ii) the registered Domain Name associated with your Web site; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Hosting Service will be canceled upon receipt of your notice.

5. Term and Termination.

(a) Term. Your Hosting Service shall be on an annual basis, unless either party notifies the other of termination in accordance with this Agreement.

(b) Notice of Service Cancellation by You. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Tuonome.it, will be terminated as of the cancellation of your Hosting Service.

SCHEDULE "E" TO SERVICE AGREEMENT

CHANGE OF REGISTRAR SERVICE

1. In addition to the terms set forth in this Agreement, the terms of this Schedule shall apply to all applications for a change of registrar to Tuonome.it. The term "domain name" refers to the domain name identified in your Change of Registrar Application.

2. You represent and warrant that: (a) the information provided to Tuonome.it in connection with your application is accurate and complete; (b) you are the rightful holder of the registration for the domain name; (c) the registrar of record for the domain name as of the date of this request is the current registrar; (d) you are not in default on any obligations you may owe to the current registrar; (e) you are not the subject of any pending bankruptcy proceedings; (f) you are not party to any dispute resolution proceeding concerning your use or registration of the domain name; (g) you are not in default on any obligations you may owe to Tuonome.it; (h) the domain name is not the subject of any collection proceedings, including garnishment, attachment, levy or otherwise. The individual submitting this request represents and warrants that he/she is authorized to request a change of registrar and to apply for our registrar services.

3. You request that we provide registrar services for the domain name. In furtherance of your request, you have applied for our registrar services.

4. You authorize us to take all actions necessary to become the registrar for the domain name, including transmitting to the appropriate Registry a request to change the Registry database to reflect Tuonome.it or its partner as the registrar of record. You acknowledge and agree that we shall not be responsible for any legal obligations you may owe to any third party, including the current registrar. You further acknowledge and agree that you are not entitled to a credit from us for any sums you may have paid the current registrar. You agree to release, indemnify, and hold us and our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including

attorneys fees, of third parties arising under this Agreement.

ICANN's transfer policies such as the Inter-Registrar Transfer Policy and the Transfer Dispute Resolution Policy, available at <http://www.icann.org/transfers/>, as these policies may be modified from time to time. You agree that we may place your domain name(s) on Registrar Lock to prevent them from being transferred without your authorization, though we are not required to do so. By allowing your domain name to remain locked, you provide express objection to any and all transfer requests until the lock is removed. You should first login to your account to lock or unlock your domain name(s) or to obtain the EPP "AuthCode" which is required to transfer domains in an EPP registry (such as .org). Alternatively, you should contact your Primary Service Provider to have your domain name(s) locked or unlocked or to obtain the EPP "AuthCode" which is required to transfer domains in an EPP registry (such as .org). If your Primary Service Provider is unresponsive, you may contact us to have your domain name(s) locked or unlocked or to obtain the EPP "AuthCode." Only the registrant and the administrative contacts listed in the WHOIS information for a domain name may approve or deny a transfer request. Without limitation, domain names may not be transferred within 60 days of initial registration, within 60 days of a transfer, if there is a dispute regarding the identity of the domain name holder, if you are bankrupt, or if you fail to pay fees when due. We will follow the procedures for both gaining and losing registrars as outlined in ICANN's transfer policies (meaning that we utilize the two standardized "Forms of Authorization" available at <http://www.icann.org/transfers/>). Transfer requests typically take five business days to be processed, a transfer will not be processed if, during this time, the domain name registration expires, and you may be required to resubmit a transfer request if there is a communication failure or other problem at either our end or at the registry. as a consequence, you acknowledge that you assume all risk for failure of a transfer if the transfer process is initiated close to the end of a registration term. Your request to transfer to another registrar may be denied in situations which include, but are not limited to, a dispute over the identity of the domain name holder, bankruptcy, and failure to pay fees when due.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to: Situations described in the Domain Name Dispute Resolution Policy available at <http://www.icann.org/transfers/dispute-policy-12jul04.htm>, A pending bankruptcy of the Registered Name holder, Dispute over the identity of the Registered Name holder, Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar.

SCHEDULE "F" TO SERVICE AGREEMENT HOLDER TRANSFER AGREEMENT

1. The following additional terms and conditions (the "Holder Transfer Agreement") apply to any change of the registrant name for a second-level domain name ("Holder Transfer"), and, unless specifically noted otherwise below, apply to you whether you are listed as the registrant before the change (the "Current Registrant") or after the change (the "New Registrant"). The domain name for which this Holder Transfer is being processed shall be referred to in this Schedule as the "Domain Name." The Holder Transfer shall not be effective until both the Current Registrant and the New Registrant have indicated their agreement to the terms and conditions of the Agreement (which includes the terms and conditions of this Schedule). Nothing contained in this Schedule shall be construed as an assignment of the Current Registrant's rights under the Agreement. As used in this Schedule (as in the General Conditions), the word "Agreement" shall mean the Tuonome.it Service Agreement of which this Schedule is a part.

2. The terms in this section apply only to the Current Registrant.

You agree that you and Tuonome.it are currently parties to the Agreement for the registration of the Domain Name(s). You hereby relinquish your registration of the Domain Name(s) and discharge Tuonome.it from all obligations under the Agreement, and you release Tuonome.it from all claims, liabilities or demands arising from the Agreement. You further acknowledge and agree that you are not entitled to a refund of any fees you may have paid to Tuonome.it. You hereby authorize Tuonome.it to take all steps necessary to register the Domain Name(s) to the New Registrant, including without limitation, disassociating the Domain Name(s) from the host servers designated by you without further notice. You represent and warrant that you possess the authority to legally bind the Current Registrant of the Domain Name(s) being transferred.

3. The terms in this section apply only to the New Registrant.

You acknowledge that you have reviewed and you understand the terms, conditions, representations and warranties of the Agreement in effect as of the date of your application to become the New Registrant. By applying for this Holder Transfer, you agree to be bound by and to perform in accordance with the terms and conditions of the Agreement, which includes Tuonome.it's current Domain Name Dispute Policy. You also reaffirm the accuracy and completeness of all of the information submitted for the Holder Transfer. Your registration of the Domain Name(s) shall be effective upon Tuonome.it's transmission of an acknowledgement to you that the Domain Name(s) has been registered to the New Registrant. You represent and warrant that you are the New Registrant or possess the authority to legally bind the New Registrant of the Domain Name(s) being transferred. You acknowledge and agree that the term of your registration of the Domain Name(s) will be equal to the remaining term of the Current Registrant at the time of the Holder Transfer.

Tuonome.it[®]
"We have a Name
for Domain Names!"

Tuonome.it srl - ICANN Accredited Registrar - CORE-Member 102 (Internet Council of Registrars)
Accredited Registrar of the Registry of ccTLD "it" and many others ccTLDs