

AMAZON REGISTRY CONDITIONS OF USE

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Welcome to Amazon Registry. Amazon Registry Services, Inc. (“Amazon Registry”) provides information about Amazon Registry’s Top Level Domains (“TLDs”) through its websites, including [registry.amazon](https://registry.amazon.com) (the “Amazon Registry Site”) and the websites for each of the TLDs, which are located at [http://www.nic.\[TLD\]](http://www.nic.[TLD]), and mobile applications (collectively, the “Sites”). **By visiting the Sites, you accept these Conditions of Use (“Conditions of Use”).** Please read them carefully.

In addition to the Conditions of Use, when you register a domain name in an Amazon Registry TLD or use any current or future Amazon Registry services, content, or other materials (collectively, the “Amazon Registry Services”), you will also be subject to the Acceptable Use and Anti-Abuse Policy, the Customer Agreement, the Service Terms, and the TLD policies (as applicable) including the Sunrise Registration Policy, Limited Registration Period Policy, or GA Registration Policy, the Amazon Registry Services Privacy Notice, and the [Amazon.com Conditions of Use](https://www.amazon.com/registry/conditions-of-use) (collectively, the “Terms”), available at [registry.amazon](https://registry.amazon.com). If these Conditions of Use contradict the Terms, the Terms will control.

You agree that by visiting the Sites or using the Amazon Registry Services, you are entering a legally binding agreement between you and us regarding your use of the Sites or Amazon Registry Services.

PRIVACY

Please review our Privacy Notice, available at [registry.amazon](https://registry.amazon.com/privacy), which also governs your use of the Sites and the Amazon Registry Services, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you use any of the Sites or the Amazon Registry Services, or send emails, 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 email, 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.

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YOUR ACCOUNT

You may need your own Amazon account to use certain Amazon Registry Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If you use any of the Sites or any Amazon Registry Services, you are responsible for maintaining the confidentiality of your Amazon account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Amazon Registry reserves the right to refuse service, terminate accounts, terminate your right to use the Amazon Registry Services, or remove or edit content in its sole discretion.

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 email address, impersonate any person or entity, or otherwise mislead as to the origin of submitted content. Amazon Registry reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you submit material, and unless we indicate otherwise, you grant Amazon Registry 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 Amazon Registry 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 Amazon Registry for all claims resulting from content you supply. Amazon Registry has the right but not the obligation to monitor and edit or remove any activity or content. Amazon Registry takes no responsibility and assumes no liability for any content posted by you or any third party.

SANCTIONS AND EXPORT POLICY

You may not use any Amazon Registry Service if you are the subject of United States sanctions or of sanctions consistent with United States law imposed by the governments of the country where you are using Amazon Registry Services. You must comply with all United States or other export and re-export restrictions that may apply to goods, software (including Amazon software), technology, and services.

OTHER BUSINESSES

We provide links to the sites of affiliated companies and 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. Amazon Registry 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

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DISPUTES

Any dispute or claim against Amazon Registry relating in any way to your use of any Site, to any domain name you have registered in an Amazon Registry TLD, or to any other Amazon Registry Service 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 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, Amazon Registry 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 the Sites and the Amazon Registry Services, 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 Amazon Registry.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on the Sites. These policies also govern your use of the Sites and the Amazon Registry Services. We reserve the right to make changes to our Sites, 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.
P.O. Box 81226
Seattle, WA 98109-1226
www.registry.amazon

HOW TO SERVE A SUBPOENA

Amazon Registry accepts service of subpoenas or other legal process only through Amazon's national registered agent, Corporation Service Company (CSC). Subpoenas or other legal process may be served by sending them to CSC at the following address:

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 INTELLECTUAL PROPERTY INFRINGEMENT

Amazon Registry respects the intellectual property of others. If you believe that your intellectual property rights have been infringed, please submit a complaint by emailing us at registry-abuse@amazon.com. This email may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims. We respond quickly to the concerns of rights owners about any alleged infringement.

We offer the following alternative for copyright complaints only. If you believe that your work has been copied in a way that constitutes copyright infringement and is on a site hosted by Amazon Registry, you may submit written claims of copyright infringement to our Copyright Agent at:

Copyright Agent
Amazon.com Legal Department
Attn: Amazon Registry Services
2021 7th Avenue
Seattle, WA 98121
phone: (206) 646-8669
fax: (206) 946-7702
email: ARSI-DMCA@amazon.com

Written claims concerning copyright infringement must include the following information:

- A physical or electronic 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 email 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; and
- 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.

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