

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD'S
WHOWAS TERMS OF USE ("TOU")**

American Registry for Internet Numbers, Ltd. ("ARIN"), in its sole discretion, may provide access to data from the ARIN WhoWas directory ("ARIN WhoWas Database") solely for the purpose of research into the historical registration information of Internet number resources that User may perform as part of its normal course of business in providing related network and Internet services. ARIN will not provide access to data from the ARIN WhoWas Database for incorporation into publicly available products, services or systems of any kind that republish or resell the data contained in the ARIN WhoWas Database, regardless of whether those products, services and/or systems are related to research concerning historical registration information of Internet number resources. To request access to the ARIN WhoWas Database, User as the party requesting such access ("User") must submit the request through its ARIN Online account. If access is granted, User must agree to the terms and conditions in this TOU and any subsequent TOUs that may be promulgated by ARIN from time to time, by executing and returning this TOU to ARIN.

ARIN reserves the right to amend the TOU at any time, without notice, at its sole discretion. ARIN will make any amended TOU available at www.arin.net or at a site designated for the TOU. Unless otherwise specified by ARIN, any amendment will be effective immediately upon posting. If User uses data from the ARIN WhoWas Database after the effective date of a revised TOU, that use constitutes User's acceptance of the revised TOU regardless of when such data was initially obtained. User is responsible for checking ARIN's site frequently to remain apprised of any amendments to the TOU.

The terms and conditions in this TOU also include the terms and conditions set forth in the ARIN General Terms of Service (currently available at www.arin.net/public/termsOfService.xhtml), the ARIN Whois Terms of Use (currently available at www.arin.net/whois_tou.html), and other policies and procedures that ARIN may adopt from time to time applicable to the WhoWas Database or the WhoWas data (the "WhoWas Policies") incorporated herein by reference.

For any questions concerning the use of ARIN's WhoWas Database and the data contained therein, contact the Registration Services help desk at +1.703.227.0660 or by submitting an Ask ARIN ticket via your ARIN Online account.

1. AUTHORIZED PERSONS

ARIN will review and consider each application for access to ARIN's WhoWas Database and the data therein to ensure that the proposed use complies with the TOU and the ARIN Whois Terms of Use. The following are examples of persons who ARIN, in its sole discretion, may grant permission to download data from ARIN's WhoWas Database with access and republication in all instances being limited to a single query at a time:

- a) academic researchers who publish papers and/or conduct public experiments who use the data to provide a clear benefit to the broader networking community;
- b) network operators/researchers who use the data to provide a clear and demonstrable benefit to the broader networking community; and
- c) government and law enforcement entities who use the data for purposes such as administration of justice and law enforcement, or for some other lawful purpose.

2. PERMISSIBLE PURPOSES

ARIN shall determine, in its sole discretion, the permissible purposes for which an Authorized Person may access the ARIN WhoWas Database on a case-by-case basis. The following are examples of permissible purposes that ARIN, in its sole discretion, may approve, although it shall have no obligation to approve access for such purposes and may in its sole discretion refuse access for such purposes:

- a) Ensuring the uniqueness of Internet number resource usage;

- b) Evaluating routing policies or assuring compliance with routing policies;
- c) Facilitating operational coordination between network operators (e.g., network problem resolution, outage notification);
- d) Identifying resources used, or suspected of being used, for unlawful purposes;
- e) Conducting scientific research into network operations;
- f) For use in conjunction with the normal course of business of User in providing network and Internet services so long as such use is does not republish, resell, or make publicly available the data contained within the ARIN WhoWas Database; and
- g) Automated processing of abuse requests, research and tracking of abuse issues in connection with the maintenance of historical Whois data, and efforts to maintain accurate SWIP records.

3. IMPERMISSIBLE USES

Any use of data from the ARIN WhoWas Database that is not expressly allowed in the TOU is **expressly prohibited**. Thus, by way of limited example, the ARIN WhoWas Database and the data contained therein may not be used for advertising, direct marketing, marketing research, or similar purposes, whether conducted by email, instant messaging, direct mail, telephone, facsimile or any other means now known or hereafter invented. The ARIN WhoWas Database and the data contained therein may not be sold, traded, repackaged, redistributed, publicly displayed, or incorporated into any commercial product whatsoever other than as part of User's normal course of business in providing network and Internet services, and User does not repackage or resell the data in the WhoWas database. User may not make any modifications to or create derivative works from the ARIN WhoWas Database or the data therein, including through additions or omissions of material to the ARIN WhoWas Database or the data therein.

The ARIN WhoWas Database and the data contained therein may be used for lawful purposes only, as determined by U.S. or state laws. User may not knowingly or negligently use the ARIN WhoWas Database or the data contained therein in any manner that: (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane, indecent or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, or (5) violates the ARIN General Terms of Service (currently available at www.arin.net/public/termsOfService.xhtml), the ARIN Whois Terms of Use (currently available at www.arin.net/whois_tou.html) or the WhoWas Policies.

User is solely responsible for all activity conducted through User's ARIN Online Account and for the security of User's computer system. User may not knowingly or negligently reveal, share or otherwise allow others to use User's ARIN Online Account or password, or otherwise permit others to access the ARIN WhoWas Database or the information contained therein through User's grant of access. User is personally responsible for the use of User's ARIN Online Account and password and for search queries that result from use of User's ARIN Online Account and password. User may not sell or charge others for the right to use User's ARIN Online Account or password or User's grant of access to the ARIN WhoWas Database or the information contained therein. User may not transfer User's ARIN Online Account or password or User's grant of access to the ARIN WhoWas Database or the information contained therein. By accessing ARIN's WhoWas Database or the data contained therein, User agrees to take all necessary precautions to ensure that the data is not used in a manner contrary to this TOU.

ARIN, in its sole discretion, may at any time audit User's use of ARIN's WhoWas Database and the data contained therein upon giving User not less than seven (7) days prior written notice. Upon such an audit, User agrees to cooperate with ARIN and to provide ARIN with full, accurate and complete information concerning User's activities with respect to ARIN's WhoWas Database and the data contained therein as may be reasonably requested. If ARIN, in its sole discretion, determines that User has violated the terms and conditions in this TOU, or has failed to cooperate completely in the audit, or User's activity is contrary to ARIN policy, ARIN may terminate this Agreement immediately and without notice to User.

4. CERTIFICATION OF INFORMATION PROVIDED

As a material term of this TOU, and as an inducement for ARIN to provide User with access to the data contained in the ARIN WhoWas Database, User represents and warrants that any and all information provided by User to ARIN either in the form above or in any additional or supplemental submission, either oral or written, shall be true and accurate. The provision by User of false, fraudulent or incorrect information shall be a material violation of the TOU and ARIN may immediately terminate User's access to the data in ARIN's WhoWas Database as provided in Section 6 below.

5. TERMINATION

Any violation of the TOU may result in immediate termination of User's access to ARIN's WhoWas Database and the data contained therein, as well as legal action. ARIN may take any legal and technical actions to prevent the use of ARIN's WhoWas Database and the data contained therein in violation of this Agreement.

ARIN may immediately terminate User's access and use of its WhoWas Database and the data contained therein for any reason including, without limitation, if it, in its sole discretion, determines that User have violated the TOU or ARIN otherwise considers User's use to be unacceptable. ARIN may, but is not required to, provide a warning to User prior to termination of User's access and use of its WhoWas Database and the data contained therein and require the return or destruction of all data previously provided to recipient

Submission of fraudulent, deceptive, or false information to obtain access to ARIN's WhoWas Database and data contained therein shall result in denial or immediate termination of access and possible legal action and is a material, non-curable breach of the TOU. Suspected fraudulent, deceptive, or false uses, or other improper uses, of ARIN's WhoWas Database and data contained therein should be reported to hostmaster@arin.net.

6. LIMITATIONS ON LIABILITY

ARIN'S WHOWAS DATABASE AND DATA CONTAINED THEREIN IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. USER'S USE OF ARIN'S WHOWAS DATABASE AND DATA CONTAINED THEREIN IS AT USER'S OWN RISK. ARIN AND ITS AFFILIATES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING ARIN'S WHOWAS DATABASE AND DATA CONTAINED THEREIN. ARIN AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SAME.

USER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS ARIN AND ITS AFFILIATES FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, THAT ARISE FROM OR IN CONNECTION WITH THE ARIN WHOWAS DATABASE OR THE DATA CONTAINED THEREIN. IN THE EVENT THAT ARIN OR ITS AFFILIATES ARE REQUIRED TO DEFEND THEMSELVES AGAINST A CLAIM, ARIN SHALL HAVE THE RIGHT TO SELECT COUNSEL OF ITS CHOOSING, AS WELL AS THE RIGHT TO CONTROL THE LITIGATION AND SETTLE THE CLAIM.

USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ARIN CONCERNING THE ARIN WHOWAS DATABASE OR THE DATA CONTAINED THEREIN IS TO DISCONTINUE USE OF THE SAME, INCLUDING, WITHOUT LIMITATION, CANCELLATION OF USER'S ARIN ONLINE ACCOUNT. ARIN IS PROVIDING ACCESS TO THE WHOWAS DATABASE AT NO COST AS A COURTESY TO USER AND ARIN SHALL NOT BE LIABLE TO USER FOR ANY DAMAGES, PROFITS, MONIES, COSTS, ATTORNEY FEES, INJUNCTIVE RELIEF OR DECLARATORY RELIEF OF ANY NATURE ARISING FROM, RELATING TO OR CONCERNING THE TOU, INCLUDING FOR ANY ALLEGED BREACH OF THE TOU. TO THE EXTENT THAT THE LAW OF ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR DAMAGES, IN SUCH JURISDICTIONS, USER AGREES THAT ARIN'S LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

7. PROPERTY RIGHTS

User acknowledges and agrees that ARIN has been and shall continue to be the sole and exclusive owner of: (i) the WhoWas Database; (ii) the WhoWas Data; (iii) all matters that have been or may in the future be conceived, developed, enhanced, derived, or otherwise created by or on behalf of ARIN in connection with the WhoWas database, the WhoWas Data, or any part thereof, and (iv) all intellectual property rights (including patent, trademark, copyright and trade secret rights) and other proprietary rights in connection with any and all of the foregoing (collectively the ARIN Property). User acknowledges and agrees that none of the ARIN Property is or will be User's property and that User does not have or acquire, directly or indirectly, any title or property rights in or to any ARIN Property or any Internet number resources for any reason. User shall not attempt, directly or indirectly, to obtain or assert any property rights or property interest in or to any ARIN Property or number resources.

8. JURISDICTION

The TOU and User's relationship with ARIN under the TOU are governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to its conflict of laws principles. The sole and exclusive jurisdiction for the resolution of any dispute arising under, related to or concerning the TOU or User's use of the ARIN WhoWas Database or the data contained therein shall be the state and Federal courts in and for Fairfax County, Virginia. User expressly agrees to submit to the personal jurisdiction of such courts and that venue is proper in such courts for the purposes identified in this Paragraph.

9. INJUNCTIVE RELIEF

Any breach by User of any of User's obligations under the TOU will cause ARIN irreparable damage, which cannot be remedied by monetary damages. In the event of a default or breach of the TOU by User, ARIN shall be entitled to an emergency injunction, in addition to any other remedies available, to stop or prevent such irreparable harm.

10. ATTORNEYS' FEES

If ARIN takes any legal action to enforce the TOU against User for User's breach of this TOU, User acknowledges and agrees that ARIN shall be automatically entitled to recover from User, and User agrees to pay, all reasonable attorneys' fees and any costs of litigation, in addition to any other relief, at law or equity, to which ARIN may be entitled.

11. NO WAIVER

The failure of ARIN at any time to enforce any of the provisions in this TOU shall in no way be construed as a waiver of any such provisions and shall not affect ARIN's rights thereafter to enforce any such provisions in accordance with their terms, and shall not be deemed the waiver of any subsequent breach of any such provisions.

12. ENTIRE AGREEMENT

The TOU sets forth the entire agreement between User and ARIN in connection with the subject matter contained herein. As provided herein, the TOU may be amended from time to time by ARIN in its sole discretion and all such amendments shall be automatically binding on User.