



# Acceptable Use Policy

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## Classification

Public - GoDaddy Registry © 2024

## Purpose

Our goal is to ensure the security, stability and fair use of the TLD and our Service for all Internet users.

The purpose of this policy is to describe the acceptable use of the TLD, our Service to you, and what action may be taken by us in the event of unacceptable use.

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# 1 Definitions

Adult TLDs refer to .adult, .porn, .sex and .xxx.

Allocation means the method by which a domain name is created and assigned to an Applicant;

Allocated shall have a corresponding meaning.

Applicant means a natural person, company or organization in whose name an Application is submitted.

Application means the complete and technically correct request for a domain name, which complies with this policy and any other policy issued by us, or ICANN.

Child Abuse Images means any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, depicting child sexual abuse as stated in the United Nations Convention on the Rights of the Child.

Customer Registration Agreement means an agreement between a Registrar and a customer.

ICANN means the Internet Corporation for Assigned Names and Numbers, its successors and assigns.

Label means a string of characters used to form part of a domain name.

Published Policies collectively means:

- those specifications and policies established and published from time to time by us or any of our designated representatives; and
- any ICANN Temporary Specifications or Policies and Consensus Policies or any Rights Protection Mechanisms and associated rules, policies, requirements and procedures (as defined in our agreement with ICANN).

Registrant means a natural or legal person, company or organization in whose name a domain name is Allocated in the TLD.

Registrar means an entity that is authorized to offer domain name registration services in relation to the TLD.

Registry means the systems used to record, store and maintain details of domain names in the TLD.

Registry-Registrant Agreement refers to the terms and conditions published by us that supplement the Customer Registration Agreement in relation to the registration of domain names in the Adult TLDs.

Service means the services that we provide in relation to the TLD.

TLD means Top Level Domain and for the purpose of this policy means any of the Adult TLDs.

We, us and our means ICM Registry LLC or its designated representatives.

You and your means the person or entity accessing the Service.

## 2 Policy Statement

Our goal is to ensure the security, stability and fair use of the Adult TLDs and our Service for all Internet users. By registering a domain name in the Adult TLDs, you agree to the terms of this Anti-Abuse Policy and all Published Policies.

We will take all reasonable actions to:

- protect the security and stability of the Service;
- comply with any applicable laws, government rules or requirements, dispute resolution processes, or valid requests of law enforcement agencies that apply to us;
- investigate and respond to reports from governmental agencies and country code Top Level Domain operators of conduct by any Registrant of a two letter Label that causes confusion with a corresponding country code;
- avoid any liability, civil or criminal, on our part, as well as our affiliates, related entities and subsidiaries, including officers, directors, and employees of such; and
- correct mistakes made by us or any authorized user in connection with the use of the Service.

### 2.1 Anti-Abuse Policy

We have the right, pursuant to the Registry-Registrant Agreement, to immediately deny, cancel, terminate, suspend, lock, hold, or transfer any domain name and/or registration to ensure registrant's compliance with the Anti-Abuse Policy.

#### 2.1.1 Accurate Registration Information

Registrant represents and warrants to have provided current, complete, and accurate information in connection with its registration and agrees to correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration in the TLD.

Registrant's obligation to provide current, accurate, and complete information is a material element of the Registry-Registrant Agreement, and we reserve the right to immediately deny, cancel, terminate, suspend, lock, or transfer any registration if we determine, in our sole discretion, that the information is materially inaccurate.

### 2.1.2 Child Protection Labeling

You agree that we may label the websites in the Adult TLDs, and any site to which such websites are automatically redirected irrespective of the top-level domain, for child protection purposes; Registrant consents to such labeling.

### 2.1.3 Prohibition on Child Abuse Images and Conduct or Content Designed to Suggest the Presence of Child Abuse Images

Registrant's websites in the Adult TLDs shall not display any child abuse images. Registrant's websites in the Adult TLDs shall not engage in practices that are designed to suggest the presence of child abuse images, including, without limitation, the use of meta-tags for that purpose.

We will refer any sites in the Adult TLDs that are reported to be in violation of this policy to child safety hotlines like the National Center for Missing and Exploited Children (NCMEC), the Internet Watch Foundation (IWF), or the International Association of Internet Hotlines (INHOPE).

### 2.1.4 Prohibition on Abusive Registrations

An Applicant or Registrant must not register an abusive second-level domain name in the TLD including, without limitation:

- domain names that infringe the intellectual property rights of a third party, including common law trademark rights;
- domain names that are obvious variants of well-known trademarks not belonging to the registrant; or
- domain names that suggest the presence of child abuse images.

### 2.1.5 Prohibition on Malicious Conduct.

You agree that you will not use, and you will not permit others to use, a domain name in the Adult TLDs for or in connection with email spoofing, phishing, spam, or other forms of malicious behavior.

### 2.1.6 Ongoing Best Practices Policies

We may revise the Anti-Abuse Policy or the Registry-Registrant Agreement to include commercially reasonable best practice policies that are designed to promote responsible business practices related to:

- combating online child abuse images;



- facilitating user choice and parental control regarding access to online adult entertainment;
- protecting free expression rights; and/or
- protecting the privacy, security, and consumer rights of consenting adult consumers of online adult entertainment goods and services.

By registering a domain name in the Adult TLDs, you consent to adhere to such policies.

## 2.2 Detection of Behavior that Contravenes this Acceptable Use Policy

Behavior that contravenes this Acceptable Use Policy may be detected in a number of ways, including but not limited to:

- our on-going monitoring activities and participation in industry information sharing and monitoring groups; or
- third party notifications submitted to us from either the general public, law enforcement, government agencies, regulatory bodies, and industry partners.

## 2.3 Your Obligations when using the Service

As a user of our Service, you agree that you will not use, and you will not permit others to use, the Service we provide:

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- in a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- in violation of the legal rights of others, or to encourage such violation;
- in contravention of any guidelines, requirements or policies that may be issued by us from time to time;
- to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- to modify, affect, disable or circumvent any aspect of the Services or the use of the Services;
- to generate, distribute, or facilitate unsolicited mass email, promotions, advertisings or other solicitations;
- to disrupt the Service or any third party service that may use the Service;
- to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or

- to facilitate any of the above.

By registering a domain name in the TLD, you represent and warrant that you will not use that registration for any illegal purposes, including without limitation, to:

- distribute malware or engage in malicious hacking, bot-netting, phishing, pharming, fast flux hosting, fraudulent or deceptive practices;
- use, promote, encourage the promotion of, or distribute child abuse images or engage in the exploitation of minors in any way;
- illegally sell or distribute pharmaceuticals;
- infringe the intellectual property rights of any other person or entity including, without limitation, counterfeiting, piracy or trademark or copyright infringement;
- impersonate any person or entity, or submit information on behalf of any other person or entity, without their express prior written consent;
- violate the privacy or publicity rights of any other person or entity;
- promote or engage in any spam or other unsolicited bulk email;
- distribute software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking;
- interfere with the operation of the TLD or services offered by the Registry Operator; or
- otherwise engage in activity that is contrary to applicable laws or the Published Policies.

## 2.4 Provision of the Service

We provide the Registry Service in relation to the TLD. No other party may create domain names at any level in the TLD, for the purpose of sale, licensing, sub-letting or leasing of the domain name. The Registrant of a domain name, as recorded in the Registry Service, will be responsible for:

- the use of their domain name;
- ensuring that the use of the domain name, where that domain name is a two letter Label that corresponds to a country code described in the ISO 3166-1 alpha-2 standard, avoids confusion with the corresponding country code;
- any domain names that may be created at a level subordinate to that domain name; and
- compliance with this policy and any of our other policies.

## 2.5 Actions we may take

Should we, in our sole discretion, determine that you have failed to comply with any provision of this Acceptable Use Policy, you acknowledge that we may:

- restrict, suspend or terminate your access to the Service;
- where your use of the Service is in relation to your Allocation of a domain name, cancel, lock, place on hold, transfer or delete the domain name;
- where required to do so, report such failure to comply to any law enforcement, government or quasi-governmental agencies, or regulatory bodies; and
- subject to our Privacy Policy, notify industry information sharing and monitoring groups.

We reserve the right take any action on any domain name or transaction that we deem necessary, in our sole discretion:

- to protect the integrity and stability of the Service;
- to comply with our obligations to ICANN;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- to ensure compliance with the Published Policies;
- to stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;
- for the non-payment to us of any fee; or
- to correct mistakes made by us, any Registrar or any of our service providers in connection with an Application for a domain name, or a domain name.

Any action that we may make in relation to this Acceptable Use Policy:

- may be taken with or without notification to you; and
- is in addition to any other rights that we may have in law.

We are not required to give reasons for action taken as per above but may do so from time to time where we deem it appropriate at our absolute discretion.

We shall have no liability to of any kind to a Registrar or a Registrant, its customers, affiliates, service providers or any other party as a result of taking action in accordance with this Acceptable Use Policy.

## 3 Registry-Registrant Agreement

These terms and conditions (the “Agreement”) supplement the agreement between you and the ICANN Accredited Registrar (“Registrar”) that you use to register a name in a Top Level Domain that is owned by ICM Registry LLC and/or its subsidiaries (the “TLD”). As between you and ICM Registry, LLC and/or its subsidiaries (the “Registry”, “us”, “we”, “ICM”), in the event of any conflict between this Agreement and any of the terms of your agreement with Registrar (the “Registrar-Registrant Agreement”), this Agreement shall prevail.

### 3.1 General Terms and Conditions

- 1 The Registry supports the protection of intellectual property. By applying to register a name in our TLD, you agree that:
  - a your use of the name will not infringe upon the intellectual property rights or other rights of any third party;
  - b the Registry cannot and does not check to see whether the name (or any use you may make of the name) infringes upon the intellectual property rights or other rights of others nor can it or does it check to see whether another name in the TLD (or the use of another domain name by another Applicant or a third party in any context) infringes your intellectual property rights or other rights;
  - c the Registry makes no guarantee to you against the possibility of an objection to, or challenge of, your Registration or use of the name or corresponding website by third parties; the selection and/or registration of a similar name in the TLD by another Applicant or Registrant in a manner that might compete with or cause confusion with respect to your Registration and/or use of the name or corresponding website;
  - d it is your responsibility to investigate your intellectual property rights or other rights and the intellectual property rights or other rights of others with respect to the name in the TLD and the corresponding website; and
  - e you are exclusively liable for any claims of infringement arising out of or relating to your Registration or use of the name and/or the creation, launch or operation of the corresponding website.
- 2 You acknowledge and agree that you are subject to all Registry Policies set forth on the Registry website including without limitation the most current Anti-Abuse Policy. You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.
- 3 You agree to comply with applicable ICANN requirements as set forth on the Registry website.

- 4 You represent and warrant that you have provided current, complete, and accurate information in connection with your registration, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting registration. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any registration if it determines, in its sole discretion, that the information is materially inaccurate.
- 5 You consent to the collection, use, processing, and/or disclosure of your personal information in accordance with the Privacy Policy posted on the Registry website, and incorporated by reference here. If you are visiting the Registry website from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.
- 6 You agree to submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"), ICM's Charter Eligibility Dispute Resolution Policy ("CEDRP"), ICM's Rapid Evaluation Service ("RES"), ICM's Sunrise Dispute Resolution Policy ("SDRP") and/or the Uniform Rapid Suspension ("URS"), as applicable and as described on the Registry website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers from any and all direct or indirect liability associated with such dispute resolution processes.
- 7 You acknowledge and agree that the Registry reserves the right to disqualify you or your agents from making or maintaining any registrations in any TLD if you are found to have repeatedly engaged in abusive registrations, in its sole discretion.
- 8 You acknowledge and agree that the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any domain name that it deems necessary, in its discretion, in furtherance of the following:
  - a to enforce Registry Policies and ICANN requirements, as amended from time to time;
  - b to protect the integrity and stability of the Registry, its operations, and any TLD;
  - c to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;
  - d to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
  - e to correct mistakes made by the Registry or any Accredited Registrar in connection with a registration; or

- f as otherwise provided herein.
- 9 You acknowledge and agree to permit automated scanning of any website associated with a registration in the TLD for compliance with Registry Operator policies, including without limitation, policies requiring site labeling, prohibiting child abuse images, and prohibiting content or conduct designed to suggest the presence of child abuse images. You must not employ technological or other means to defeat or prevent such scanning.
  - 10 You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and each of their respective directors, owners, officers, employees, contractors, 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 your registration of, and/or your application for, any name in a TLD. You agree that the indemnifications stated herein survive termination of the Registrar-Registrant Agreement and this Agreement.
  - 11 You agree to abide and be bound by the Universal Terms of Service set forth at <https://registry.godaddy/legal/> and all applicable Adult TLD Policies set forth at <https://icmregistry.biz>.
  - 12 This Agreement, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to any choice or conflict of law provision or rule. You agree that any controversy shall be filed only in the Superior Court of Maricopa County, Arizona, or the United States District Court for the District of Arizona, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for any such controversy. You also agree to waive the right to trial by jury in any such action or proceeding.
  - 13 BY AGREEING TO THIS AGREEMENT, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
  - 14 You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake in this Agreement. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your registration.
  - 15 You acknowledge and agree that names in each TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers make no express warranties or guarantees about such names.
  - 16 TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS DISCLAIM IMPLIED WARRANTIES THAT A TLD AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-

INFRINGING. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS DO NOT GUARANTEE THAT ANY NAME IN A TLD, SERVICES, OR REGISTRY OPERATIONS WILL MEET YOUR REQUIREMENTS, WILL BE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF A TLD, INCLUDING ANY SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU OR THIRD PARTIES WILL BE ABLE TO ACCESS OR USE ANY NAME IN A TLD (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A REPRESENTATIVE OF THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL CREATE A WARRANTY REGARDING OPERATIONS OF THE REGISTRY OR ANY NAME IN A TLD.

- 17 THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, INABILITY TO USE, OR RELIANCE UPON A NAME IN A TLD. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF THE REGISTRY, ITS AFFILIATES AND SERVICES PROVIDERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE REGISTRY'S LIABILITY, AND THE LIABILITY OF THE REGISTRY'S AFFILIATES AND SERVICE PROVIDERS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU FURTHER AGREE THAT IN NO EVENT SHALL THE REGISTRY'S, ITS AFFILIATES AND SERVICE PROVIDERS' TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. YOU AGREE THAT THE RIGHTS STATED HEREIN SURVIVE TERMINATION OF THE REGISTRAR-REGISTRANT AGREEMENT AND THIS AGREEMENT.

You may have additional consumer rights under your local laws that this Agreement cannot change.

- 18 The Registry reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Agreement, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers may provide any and all required notices, agreements, modifications and changes to this Agreement, and other information concerning a TLD electronically, by posting such items on the Registry website. Your continued use of the Registry website or your registration of any name in a TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to this Agreement. In the event of any conflict between this Agreement and the notices, agreements, modifications or

changes to this Agreement as posted from time to time on the Registry website, the then-current terms of this Agreement posted on the Registry website shall prevail.

- 19 You represent and warrant that your use of the Registry and/or any name in a TLD will not be for any illegal purposes, including without limitation:
- a any purposes that promote or encourage the promotion of child pornography or the exploitation of minors in any way;
  - b the infringement of the intellectual property rights of any other person or entity;
  - c the impersonation of any person or entity, or the submission of information on behalf of any other person or entity, without their express prior written consent;
  - d the violation of privacy or publicity rights of any other person or entity;
  - e the promotion or engagement in any spam or other unsolicited bulk email, the promotion or engagement in any software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment or computer or network hacking or cracking; or
  - f the interference with the operation of the Registry website or services offered by the Registry.
- 20 Names in a TLD are intended for and available to Applicants and Registrants who are at least eighteen (18) years of age. By submitting a Registration Request, creating a Registration, or maintaining a Registration you represent and warrant that you are at least eighteen (18) years of age.
- 21 You acknowledge and agree that the content of websites in any TLD may not be appropriate, legal, and or available for use in all locations, and hosting the name in territories where such content is illegal is prohibited. If you choose to register and/or operate the name from a location outside the U.S., you do so on your own initiative. In all cases, you are responsible for compliance with local laws. Moreover, if you register any letter/letter two-character ASCII label, you acknowledge, agree and represent that you will take steps to ensure against misrepresenting or falsely implying that you are affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.
- 22 You acknowledge and agree that the Launch Plan and related policies published on the Registry website for the applicable TLD is the binding policy document regarding eligibility for names in that TLD; any prior commitments, obligations, pricing, plans or intentions indicated by ICM for such TLD is void, including without limitation any and all commitments ICM submitted in its application to ICANN for the applicable TLD. You acknowledge and agree that Registry, its affiliates and service providers shall have no liability of any kind for any direct or indirect loss or liability resulting from the proceedings and processes relating to any Sunrise Processes, Landrush Processes, Limited Registration Processes, General Availability periods, or any process the Registry



uses for allocating Premium Names or other names in a TLD, including without limitation: (a) the ability or inability of a Registrant to obtain a name in a TLD during these periods, and (b) any dispute, amongst any parties, arising in connection with any of those processes.

- 23 If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms “you”, “your”, Applicant, or Registrant shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, the Registry finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including but not limited to the payment obligations. The Registry shall not be liable for any loss or damage resulting from the Registry’s reliance on any instruction, notice, document, or communication reasonably believed by the Registry to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, the Registry reserves the right (but undertakes no duty) to require additional authentication from you.
- 24 Registry website may contain links to third party websites that are not owned or controlled by the Registry. The Registry assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third party websites, including without limitation its service providers or dispute resolution providers.
- 25 No failure on the part of the Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Registry shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed by the Registry; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 26 If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.
- 27 The Registry shall not be liable to you for any loss or damage resulting from any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory

obligation or executive order, fire, lightning, hurricane, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons of which the Registry is not responsible.

28 This Agreement (including the privacy policy, applicable launch plans, as well as the applicable domain name dispute resolution policies which are incorporated herein by this reference and form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, between the parties with respect to the subject matter expressly set forth herein.

29 In the event of termination of this Agreement, the following terms shall survive: Section 6, 10-17, 21-29.

## 4 Definition and Review

This document has been prepared and published to represent our policy regarding the administrative and technical management of the TLD.

All domain names in the TLD are subject to the Published Policies. It is your responsibility to ensure that you read and understand these policies as they apply to you. We may discontinue or amend any part or the whole of this policy from time to time at our absolute discretion.

Further policy and procedure in relation to the TLD can be found at the following link:  
<https://icmregistry.biz/>

## Definitions

We, us and our means any or all of Registry Services, LLC ("GoDaddy Registry"), its subsidiary entities and their respective officers, employees, contractors or sub-contractors.

## Disclaimer

This document has been produced by us and is only for the information of the particular person to whom it is provided (the Recipient). This document is subject to copyright and may contain privileged and/or confidential information. As such, this document (or any part of it) may not be reproduced, distributed or published without our prior written consent.

This document has been prepared and presented in good faith based on our own information and sources which are believed to be reliable. We assume no responsibility for the accuracy, reliability or completeness of the information contained in this document (except to the extent that liability under statute cannot be excluded).

To the extent that we may be liable, liability is limited at our option to replacing, repairing or supplying equivalent goods or paying the cost of replacing, repairing or acquiring equivalent, or, in the case of services, re-supplying or paying the cost of having such re-supplied.

## Confidentiality Notice

This document contains commercially sensitive information and information that is confidential to us. This document is intended solely for the named recipient, and its authorised employees, and legal, financial and accounting representatives (collectively, Authorised Recipients).

The recipients of this document must keep confidential all of the information disclosed in this document, and may only use the information for the purpose specified by us for its use. Under no circumstance may this document (or any part of this document) be disclosed, copied or reproduced to any person, other than the Authorised Recipients, without our prior written consent.

## Trademarks Notice

Any of our names, trademarks, service marks, logos, and icons appearing in this document may not be used in any manner by recipients of this document without our prior written consent. All rights conferred under law are reserved.

All other trademarks contained within this document remain the property of their respective owners, and are used only to directly describe the products being provided by them or on their behalf. Their use in no way indicates any relationship between us and the owners of those other trademarks.

## Pricing Notice

Any information or pricing provided in this document is subject to change without notice. Whilst we have compiled this document in good faith, based on what we believe is accurate and up-to-date information, it is possible that the pricing or other information contained in this document may require amendment due to changing market or other circumstances (including product discontinuation, manufacturer price changes, errors, or insufficient or inaccurate information having been provided by the recipient of this document or others, and other external circumstances). Additional charges may also apply for work that is out of scope.

The pricing in this document is based on our standard terms and conditions and is valid for a period of thirty (30) days from the date of this document.

