Registrant Agreement

This Registrant Agreement (the "Agreement") is entered into by and between the .gop domain name registrant ("Registrant") and ______________________ (the "Registrar") relating to domain name services in the .gop Top Level Domain (the "Registry TLD").

This Agreement must be read in conjunction with the Registry’s Privacy and Whois Policy, Expired Domain Name Deletion Policy, Naming Policy, Acceptable Use Policy and other applicable agreements, policies, laws, regulations, and ICANN Consensus Policies which detail your obligations and responsibilities with regard to your .gop name or names. By way of example, and without limitation, the Registrant Agreement sets forth representations, warranties and covenants and other terms and conditions, the breach of which may constitute non-compliance.

Terms and Conditions

1. By applying to register one or more .gop domain names (the “Domain Name(s)”) in the Registry TLD (hereinafter referred to as an “Application”) or by registering one or more Domain Name(s), the Registrant acknowledges that they have read and agree to be bound by all terms and conditions of this Agreement, as well as the following documents, policies, and agreements which are incorporated into this Agreement by this reference and which shall hereinafter (together with this Agreement) be referred to as the “Registry Policies”:

The Registry Policies are comprised of the following:

+ This Registrant Agreement
+ The Registry’s Acceptable Use Policy (“AUP”)
+ The Whois and Privacy Policy
+ The Expired Domain Deletion Policy
+ The Naming Policy
+ The Complaint Resolution Service (“CRS”)
+ Other Registry rules or policies that are now, or may in the future be, published by the Registry.

The most recent Registry Policies apply to any and all domains and sub-level domains which end in the suffix .gop, and explain the rights and obligations between the Registry, the Registrar, and the Registrant. Those parts of the Registry Policies that are not part of the text of this Agreement are incorporated into this Agreement by this reference.

The Registry may, at its sole discretion, modify the Registry Policies from time to time. The Registry shall post the Registry Policies on the Registry’s website at www.dotgop.co/policies. The Registry may inform Registrars of changes to the Registry Policies via email, and the Registrar agrees to notify Registrants of any changes that affect them; Registrant agrees that such email shall not be considered spam; however, the Registry and Registrar shall not be obligated to provide such notice via email.

The Registrant's use of their Domain Name following the effective date of any changes to the Registry Policies constitutes the Registrant’s acceptance of such revised Registry Policies. In the event that the Registrant does not wish to be bound by the revised Registry Policies, the Registrant’s sole remedy is to cancel the registration of the Domain Name, by following the appropriate Registry and/or Registrar Policies regarding such cancellation.

2. **Registration Fee**

   a. The Registrant shall pay to the ICANN-accredited Registrar the appropriate registration fee (“Registration Fee”) applicable at the time the Registrant submits its Application to such accredited Registrar. Payment
of Registration Fee shall be made in accordance with the requirements of the accredited Registrar, and the Registry Policies are effective at the time the Registrant submits such payment. All Registration Fees paid pursuant to this Agreement are non-refundable except as provided for herein. Note that it is the responsibility of the accredited Registrar to pay a separate registration fee to the Registry in connection with such Domain Name application, and the Registry is not bound to accept any Application until such separate registrar registration fee is paid. The Registry will not refund any Registration Fee or other fee to the Registrant in the event of non-performance by any such Registrar.

b. The Registry may offer a multi-level pricing system for names, with certain words holding a premium price, but all sub-level domains which end in the suffix .gop shall be bound by the same rules and contracts, although premium registrations may be subject to additional terms negotiated with the Registrant. Registrants will pay a flat fee determined by the Registry for standard names under the .gop domain and a premium fee for the various levels of premium names under the .gop domain. The Registry shall determine the price for each Domain Name in its sole discretion. The Registrant shall pay the Domain Name price in the form and manner and in accordance with the terms set forth in the Pricing Policy.

3. Term and Renewal Term. The Registrant’s exclusive registration of the Domain Name shall continue for the term specified in the accepted Application (the “Term”), subject to the Registry’s and/or Registrar’s right to suspend or terminate this Agreement as set forth herein. Registrations may be made for an annual term of between one (1) and ten (10) years.

4. Registrant Information. The Registrant shall ensure that: (i) the information submitted by or on behalf of the Registrant to the Registrar in connection with registration of the Domain Name or otherwise (“Registrant Information”), will, during the Term, comply with the Registry Policies, and will remain true, current, complete, accurate, and reliable; and (ii) the Registrant shall maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable by notifying their registrar within 30 days of any change to any such information. The Registry reserves and may exercise the right to suspend and/or terminate the Registrant’s registration of the Domain Name if: (i) information provided by the Registrant to their registrar and/or the Registry appears, in the Registry’s sole discretion, to be false, inaccurate, incomplete, unreliable, or misleading in any respect; or (ii) the Registrant fails to maintain, update, and keep the Registrant Information true, current, complete, accurate, and reliable. In such a circumstance, the Registry may, in its sole discretion, suspend the Registrant’s Domain Name(s) within 30 days of the Registry’s receipt of knowledge that such information is deficient. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle the Registry to terminate this Agreement, resulting in suspension or deletion of the Domain Name, immediately upon such breach without any refund of the Registration Fee and without notice to the Registrant.

a. The Registrant acknowledges and agrees that all personal information about the Registrant which is supplied to the Registry and/or an accredited Registrar may be publicly available to third parties via a public “Whois” service, as allowed by applicable laws.

b. Registrants must provide the following information to the Registry or its accredited Registrar (who will then provide it to the Registry):

+ Legally recognized first and last name (surname) of the contact person for the Registrant (this contact person may be the Registrant itself); or, if the Registrant is an organization, association, corporation, Limited Liability Company, Proprietary Limited Company, or other legally recognized entity, the contact person must be a person authorized under the applicable law in the applicable territory to legally bind the entity.

+ Valid postal address of the Registrant.

+ Working email address of the Registrant.

+ Working telephone number for the Registrant, including country code, area code, and proper extension, if applicable.
Providing true, current, complete, and accurate contact information is an absolute condition of registration of a Domain Name within the Registry TLD. If any Registrant Information provided during registration or subsequent modification to that information is false, inaccurate or misleading, or conceals or omits pertinent information, the Registry may terminate, suspend or place on hold the Domain Name of any Registrant without notification and without refund to the Registrant.

c. The Registrant is responsible for responding in a timely fashion to communications from registrars or the Registry regarding the Domain Name or other .gop domains registered by them.

d. The Registry retains the irrevocable right to, in its sole discretion, choose to monitor and scan any content published, including where such processes involve an intrusion or cause modification of data, providing such scanning is for the purpose of identifying Internet security vulnerabilities or the presence of malicious software or content capable of causing harm or disruption to the systems of other Internet users, or content which is illegal. The Registry may delegate this right to its agents, representatives, successors, and assigns or choose not to exercise the right.

5. Registrant’s Agents. The Registrant understands, acknowledges and agrees that by using the Domain Name, the Registrant ratifies and is bound by this Agreement (including the Registry Policies incorporated into this Agreement) even if an agent (such as an Internet service provider, domain name retailer, or employee) entered into this Agreement on the Registrant’s behalf, and even if the Registrant has not itself read this Agreement. Further, the Registrant is responsible for all information submitted by its agent. The Registry may but will not be bound to cancel this Agreement, or refund any fees, because of any errors or omissions by the agent in the registration process or thereafter (e.g., if such agent provides incorrect Registrant Information), as the agent’s apparent authority will suffice to bind the Registrant. By acting on the Registrant’s behalf, such agent represents and warrants to the Registry that the agent is authorised to bind the Registrant hereto and that it has fully and thoroughly advised the Registrant of the terms and conditions of this Agreement (including the Registry Policies incorporated into this Agreement).

6. Scope of Registration. On payment of the Registration Fee to the Registrar and after payment by the Registrar to the Registry of the separate Registrar registration fee, and after acceptance of the Application, the Registrant will be entitled to a limited, non-assignable licence for the exclusive use of the applied-for Domain Name, subject to continuing compliance with the terms of this agreement and the Registry Policies, for the Term. However, the Registrant cannot sublicense, use, display, exploit, or register a Domain Name in any manner which, in the sole discretion of the Registry or its delegatee, may constitute illegal activity or cause or permit any contravention or violation of the Registry Policies, whether or not in connection with the registered Domain Name. The Registrant acknowledges that a breach of this Section will constitute a material breach of this Agreement, which will entitle the Registry to terminate this Agreement or take such other action as it deems desirable, without any refund of the Registration Fee. Further, the Registry or an accredited registrar may, in such party’s sole discretion, refuse registration of Registrant’s desired Domain Name or discontinue services with respect to the Registrant’s Domain Name or any other Domain Name which, in the sole discretion of the Registry or its delegatee, it deems to be related, including but not limited to other Domain Names registered by the same Registrant. In case of such refusal or discontinuation without cause (“cause” being defined as dishonouring any payment made to an accredited Registrar and/or the Registry or any violation of the Registry Policies), neither the Registry nor an accredited Registrar shall be liable for any loss, damage, or other injury whatsoever, including but not limited to economic or consequential loss and/or damages, resulting from the Registry’s or the accredited Registrar’s refusal to register, or decision to discontinue services for, the Registrant’s Domain Name, including in cases of negligence.

7. Registrant Representations and Warranties. The Registrant represents, warrants, and covenants that:

a. the Registrant understands that registration entitles the Registrant only to a limited licence for the use of the Domain Name(s) for the Term, subject to compliance with this Agreement, the Registry Policies and other pertinent rules and laws, including those concerning trademarks and other types of intellectual property, as these may now exist or be revised from time to time. Registrant agrees to be bound and abide by any ICANN Consensus Policies including, but not limited to, the Uniform Domain Name Dispute Resolution Policy (“UDRP”) and the Universal Rapid Suspension (“URS”) policies;
b. the Registrant will not sub-license, purport to sub-license, delegate sub-domains within, or otherwise permit use by persons other than the Registrant of portions of the Domain Name;

c. to the best of the Registrant’s knowledge and belief, neither the registration of the Domain Name, including any third-level domain name, nor the manner in which it is to be directly or indirectly used infringe the legal rights or intellectual property rights of a third party;

d. the Registrant will use or display the Domain Name in good faith, and in accordance with the laws and regulations of any applicable national, state, territorial, or international law and regulations, and ICANN Consensus Policies, and will not use the Domain Name in any way which violates or may violate a right of the Registry or any third party;

e. any violation of these policies may result in Domain Lock, suspension, or termination of the Domain Name in question or other domain names the Registrant may have in the .gop namespace;

f. the information provided by the Registrant is true, complete and accurate, and the Registrant will update said information immediately if it changes;

g. the Registrant is either: (a) an identifiable human individual over the age of 18 years; or, (b) a properly described and legally-recognized entity within its national jurisdiction, e.g. corporation, limited liability company, partnership, association, society, or proprietary limited company;

h. the Registrant is not a registrar, which is a party (a) accredited by ICANN and (b) that has entered into a Registry-Registrar Agreement to provide Domain Name registration services within the Registry TLD.

i. the Registrant will promptly notify the Registry of any actual or threatened proceedings brought in respect of the words used, in whole or in part, as or incorporated in the Domain Name whether by or against the Registrant;

j. the Registrant will not, directly or indirectly, through registration or use of the Domain Name or otherwise:

i. register a Domain Name for the purpose of unlawfully diverting trade from another business or website;

ii. deliberately register as a Domain Name misspellings of another entity’s personal, company or brand name(s), or a confusingly similar Domain Name(s) in order to pass-off or trade on the business, goodwill or reputation of another;

iii. grant or purport to grant a security interest or other encumbrance on or over the Domain Name unless: such security interest or other encumbrance does not exceed the limited rights of the Registrant in the Domain Name, does not impair the Registrant’s ability to fulfil the Registrant’s obligations under this Agreement, and does not impose obligations on the Registry beyond the obligations owed by the Registry to a Registrant in the absence of such a security interest or encumbrance;

k. the Registrant meets and will continue to meet for the whole of the Term any eligibility criteria prescribed in the Registry Policies for registering and using the Domain Name;

l. the Registrant will maintain the Registrant Information provided pursuant to the requirements of this Agreement;

m. the Registrant has not previously submitted an application for registration of a Domain Names for the same character string with another registrar where:

i. the Registrant is relying on the same eligibility criteria for both domain name applications; and

ii. the character string has previously been rejected by the other registrar;
n. any content, material, email, or web page contained on any Uniform Resource Locator ("URL"), web site or web page accessing, utilizing or accessed by means of the Domain Name, complies with the Registry AUP and does not contain any illegal or prohibited content as described more fully in the Registry AUP, whether incorporated directly into or linked from a web site resolved via a Domain Name;

o. the Registrant has not relied upon any representation or promise which does not appear in this Agreement;

p. the use of the Domain Name and of any web page, email, or URL accessed by or utilizing the Domain Name will comply with the requirements of the Registry AUP.

8. **Breach.** Failure of a Registrant to abide by any provision of this Agreement (including the Registry Policies) will be considered a material breach. In the event of such material breach, the Registry may in its sole discretion immediately suspend, modify, or transfer the Domain Name and/or may provide written (which may be by email) notice to the Registrant describing the material breach. The Registrant in such event then has thirty (30) days to rectify or cure such breach or to provide evidence reasonably satisfactory to the Registry that there is no breach of this Agreement or the Registry Policies. In the event of a breach that is not rectified, cured or refuted by the Registrant to Registry’s sole satisfaction within the thirty (30) day period, the Registry may cancel or otherwise modify the Registrant’s registration of and licence to use the Domain Name without refund and without further notice, and pursue any and all legal remedies it may have against the Registrant. Any such breach by the Registrant shall not be waived in the event that the Registry did not act earlier in response to the specific breach, or any other breach, by Registrant. In the event of a breach which, in the opinion of the Registry or an accredited Registrar, causes immediate harm to the public interest or the Registry or which violates any applicable law or regulation, then an accredited Registrar and/or the Registry may modify, suspend, transfer, or terminate services to the Registrant without written notice; the modification, suspension, transfer, or termination of services constituting notice to Registrant that such a breach has occurred. See below for important limitations on the liability of the Registry and accredited Registrars with regard to good faith acts by such parties under this Section.

The Registry may delegate authority to:

a. investigate any breach or potential breach of the Registry Policies; and

b. take action to cure or sanction any breach or potential breach of the Registry Policies, including the authority to immediately suspend or transfer use of the Domain Name upon detection by a service provider or notification from an Internet security agency that the Domain Name may contain malicious software or otherwise violates the Registry AUP.

In such circumstances neither the Registry, its employees, delegees, agents, representatives, successors and/or assigns nor the external service provider or Internet security agency triggering the suspension or transfer shall be liable to the Registrant or any other person on account of any service disruption or loss, irrespective of the nature of that loss.

9. **Disputes Between Registrants.** The Registrant acknowledges that the Registry cannot, and does not, screen or otherwise review any Application to verify that the Registrant has legal rights to use a particular character string as or in a Domain Name. In the event that any party disputes the Registrant’s legal right to use, display, exploit, or register the Domain Name in any fashion, including allegations that infringing material (as defined in the Registry AUP) is displayed on or linked to or from a website which is resolved via a Domain Name, the Registrant shall act in accordance with and agree to be bound by ICANN’s Consensus Policies, including the UDRP and URS policies. The Registrant is strongly encouraged to, prior to applying for registration of the Domain Name, perform a trademark search with respect to the acronyms, words and/or phrases comprising the Domain Name. The Registrant will be solely liable in the event that the Registrant’s use of a Domain Name constitutes an infringement or other violation of a third party’s rights.

10. **Indemnity.** The Registrant shall defend, indemnify, and hold harmless the Registry, accredited registrars and such parties’ officers, directors, shareholders, owners, managers, employees, agents, representatives, contractors, affiliates, successors, assigns and attorneys (the "Registry Related Parties") from and against any and all claims of third parties or made by or against the Registrant, including, but not limited to, all loss, liability, claims, demands, damages, cost or expense, causes of action, suits, proceedings, judgments, awards,
Effective April 25, 2014

executions and liens, including lawyers or attorneys' fees, which fees shall be determined on a full indemnity basis (which lawyers or attorneys shall be hired at the sole discretion of the indemnified party), and costs (including claims without legal merit or brought in bad faith), relating to or arising under this Agreement, the registration or use of the indemnified party’s domain registration or other services, or the Domain Name itself, including the Registrant's use, display, exploitation, or registration of the Domain Name, as well as for any infringing or otherwise damaging content displayed or otherwise made available on or by means of the Domain Name. If an indemnified party is threatened by claims or suit of a third party, the indemnified party may seek written assurances from the Registrant concerning the Registrant’s indemnification obligations but will not be required to do so in order to rely upon this indemnity. Failure to provide such written assurances in a form satisfactory to the indemnified party is a material breach of this Agreement. Failure of the Registrant to fully indemnify the indemnified party in a timely manner may result in termination, suspension, transfer, or modification of the domain name registration services and any such termination, suspension, transfer, or modification shall in no way prejudice or substitute for an indemnified party’s right to seek indemnification by way of litigation or otherwise.

11. Disclaimer and Limitation of Liability. THE REGISTRANT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RELATING TO THE USE, SUSPENSION, TERMINATION OR THE INABILITY TO USE, THE DOMAIN NAME, OR IN ANY OTHER WAY RELATED TO THE DOMAIN NAME, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING IN THE CASE OF NEGLIGENCE BY THE REGISTRY RELATED PARTIES), OR OTHERWISE. ADDITIONALLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND THE REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THAT THE REGISTRANT MAY INCUR AS A RESULT OF UNAUTHORIZED USE OF THE DOMAIN ARISING FROM "HACKING," DENIAL OF SERVICE ATTACK, VIRUS, WORM OR OTHERWISE, OR FOR LACK OF FITNESS FOR A PARTICULAR PURPOSE OF THE DOMAIN NAME OR SERVICES RELATED TO THE DOMAIN NAME.

IN THE EVENT THAT THE REGISTRY OR A REGISTRY RELATED PARTY TAKES ACTION WITH RESPECT TO A REGISTRY DOMAIN NAME PURSUANT TO THIS AGREEMENT OR REGISTRY POLICIES, WHICH ACTION IS REVERSED, MODIFIED, OR ACKNOWLEDGED TO HAVE BEEN INCORRECT BY THE REGISTRY AND/OR A REGISTRY RELATED PARTY, BY OR THROUGH THE REGISTRY COMPLAINT RESOLUTION SERVICE, OR BY A COURT, THEN REGISTRANT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE REGISTRY AND/OR REGISTRY RELATED PARTIES SHALL NOT BE LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER THEREBY, EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY UNDER SUCH CIRCUMSTANCES SHALL BE THE RESUPPLY OF THE SERVICES OR, AT THE SOLE DISCRETION OF THE REGISTRY, A REFUND OF THE REGISTRATION FEE, RENEWAL FEE (IF THE CIRCUMSTANCE OCCURRED DURING A RENEWAL TERM) OR REDEMPTION FEE, WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT.

IN ADDITION, THE REGISTRY AND/OR REGISTRY RELATED PARTIES ARE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOT LIABLE FOR ANY DAMAGES THAT THE REGISTRANT MAY SUFFER BECAUSE OF SERVICE OR SYSTEM FAILURE, INCLUDING DOMAIN NAME SYSTEM FAILURE, ROOT SERVER FAILURE, INTERNET PROTOCOL ADDRESS FAILURE, ACCESS DELAYS OR INTERRUPTIONS, DATA NON-DELIVERY OR MIS-DELIVERY, ACTS OF GOD, UNAUTHORISED USE OF PASSWORDS, ERRORS, OMISSIONS OR MIS-STATEMENTS IN ANY INFORMATION OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, DELAYS OR INTERRUPTIONS IN DEVELOPMENT OF WEB SITES, RE-DELEGATION OF THE REGISTRY TOP-LEVEL DOMAIN NAME, OR BREACH OF SECURITY, EVEN IF THE REGISTRY AND/OR REGISTRY RELATED PARTIES HAVE BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES, AND EVEN IF THE REGISTRY OR REGISTRY RELATED PARTIES MAY FORESEE SUCH POSSIBLE DAMAGES. THE REGISTRANT'S SOLE REMEDY FOR THE REGISTRY OR REGISTRY RELATED PARTIES' BREACH OF THIS AGREEMENT OR NEGLIGENCE SHALL BE, AT THE SOLE
DISCRETION OF THE REGISTRY OR THE REGISTRY RELATED PARTIES, THE RESUPPLY OF THE SERVICES OR A REFUND OF THE REGISTRATION FEE, REDEMPTION FEE OR RENEWAL FEE (IF THE BREACH OCCURS DURING A RENEWAL TERM), WHICH REMEDY THE REGISTRANT AGREES CONSTITUTES THE ONLY POSSIBLE DIRECT DAMAGES FLOWING FROM THIS AGREEMENT. THE REGISTRANT'S SOLE REMEDY FOR AN ACTION NOT FLOWING FROM THIS AGREEMENT (IN TORT OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO THE REGISTRY OR REGISTRY RELATED PARTIES BY THE REGISTRANT.

12. Notices. Notices to the Registry shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., FedEx) in the manner of quickest delivery (i.e., overnight delivery, if possible) to:

    dot gop
    1201 F Street, NW
    Suite 675
    Washington, DC 20004

    Notices mailed by official mail shall be deemed delivered on receipt.

    Notices to Registrant shall be delivered by registered or certified mail, postage prepaid, or reputable commercial courier service (e.g., FedEx) in the manner of quickest delivery (i.e., overnight delivery, if possible) or, in the sole discretion of the Registry or a Registry Related Party, by email or fax to the Registrant.

13. Governing Law/Forum Selection. For all disputes in which the Registry may be or is a party to the dispute, this Registrant Agreement shall be exclusively governed by and construed in accordance with the laws of the Commonwealth of Virginia and applicable to contracts made and wholly performed therein, without regard to conflict of laws principles. The Registrant hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts within Virginia, for any and all claims or disputes directed against the Registry and which arise out of, purport to enforce, construe, or otherwise relate to the Domain Name, this Agreement, or Registry Policies. The exclusive venue for such action shall be the state and federal courts within Virginia. The Registrant waives any right to object to venue or jurisdiction based on inconvenient forum or for any other reason, and the Registrant waives any statutory or other right pursuant to the laws of the jurisdiction in which Registrant resides to have a case relating to this Agreement adjudicated or resolved in that jurisdiction. By way of information and not as a term binding against the Registry, disputes not involving the Registry as a party may be governed by a governing law and/or forum selection clause contained in a separate agreement, if any, between the Registrant and such other disputant (for example, disputes between an accredited Registrar and a Registrant may be governed by a separate agreement, if any, between the Registrant and the accredited Registrar); provided, however, that no such separate agreement may modify or waive either the Registry’s or Registrant’s consent to exclusive choice of law, jurisdiction, and venue in Virginia and the federal and state courts therein for disputes in which the Registry is or may be a party, as described above.

14. Ownership of Information and Data. Subject to any limitations of the privacy laws of the United States, Registrant agrees and acknowledges that the Registry and/or any Registry delegate shall own all database, compilation, collective and similar rights, title and interests worldwide in any domain name database(s) and all information and derivative works generated from the domain name database(s), and that such domain name database may include, without limitation, any information supplied by Registrant or by the Registry Operator that appears or should appear in the Whois or similar information repositories, and any other information generated or obtained in connection with providing domain name registration services.

15. Severability. If any provision of this Agreement is held invalid, unenforceable, or void, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect as nearly as possible to reflect the original intention of the Registry and the Registrant in executing this Agreement.

16. No Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be a waiver of such right or remedy with respect to any other breach or failure by the other party.
17. **Full Integration.** This Agreement, together with the Registry Policies expressly incorporated herein by reference, constitutes the entire agreement between the Registrant and the Registry relating to the Domain Name. No prior or contemporaneous written, oral, and/or electronic representation, negotiation, or agreement form a part of this Agreement, and this Agreement supersedes all prior written, oral, or electronic agreements between the Registrant and the Registry relating to the Domain Name. Additional agreements, if any, may be entered into between the Registrant and accredited registrars relating to domain name services in the Registry TLD provided by such accredited registrars, provided that no such additional agreement may waive, alter, or supersede any provision of this Agreement, neither may such an additional agreement impose any obligation upon the Registry without the Registry’s express prior written consent. If there is any conflict between such additional agreements and this Agreement, this Agreement shall prevail.

18. **Written Agreement.** This Agreement constitutes a written agreement between Registrant and the Registry even though the Registrant’s Application may be dispatched electronically, and even though the Registry may accept the Application electronically. A printed version of this Agreement, and of any notice given in electronic form related to this Agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form.

19. **Assignment.** The parties agree that the Registry is able to assign, sub-assign, license, or sub-license this Agreement or any portion thereof to a third party without prior written notice to the Registrant.

20. **Survival of Obligations.** The parties agree that clauses 6 (Scope of Registration), 7 (Registrant Representations and Warranties), 8 (Breach), 9 (Disputes Between Registrants), 10 (Indemnity), 11 (Disclaimer and Limitation of Liability), 12 (Notices), 13 (Governing Law/Forum Selection), 14 (Ownership of Information and Data), and 15 (Severability) shall survive the expiry or termination of this Agreement.

**THIS AGREEMENT IS EFFECTIVE AND BINDING** as of the date of acceptance hereof by THE REGISTRY (i.e., the date of registration of the Domain Name).