

# Application and Agreement .name WHOIS Extensive Search Database

Instructions: A fully executed hard copy of this Application and Agreement must be mailed to VeriSign, Inc. at the following address:

VeriSign, Inc.  
Attention: Compliance Officer – Naming Services  
St Clements House  
27-28 Clements Lane  
London EC4N 7AE  
United Kingdom  
[cao@verisign-grs.com](mailto:cao@verisign-grs.com)

## 1. PARTIES

The User (also hereinafter referred to as “you”) named in this application and agreement (“Agreement”) hereby contracts with VeriSign, Inc. (“VeriSign”) for a non-exclusive, non-transferable, limited right to obtain and use a persistent password (the “Password”) to access the .name WHOIS Extensive search database and to search and use personally identifiable information about a .name registrant contained therein (the “Data”) under the terms and subject to the limitations of this Agreement. Upon execution of this Agreement by VeriSign, we will return a copy of this Agreement with your UserID and Password.

## 2. USER INFORMATION

- (a) User: \_\_\_\_\_
- (b) Contact Person: \_\_\_\_\_
- (c) Street Address: \_\_\_\_\_
- (d) City, State or Province: \_\_\_\_\_
- (e) Country and Postal Code: \_\_\_\_\_
- (f) Telephone Number: (including area/country code) \_\_\_\_\_
- (g) Fax Number: (including area/country code) \_\_\_\_\_
- (h) E-Mail Address: \_\_\_\_\_

(i) URL for User's website: \_\_\_\_\_

**NOTICE TO USER: READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. YOU AND YOUR AUTHORIZED INDIVIDUAL USERS MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.**

**3. Purpose**

By signing this Agreement, you certify that you and the additional Authorized Individual Users listed on Attachment 1 hereto, which is incorporated by reference herein, will access and use the Data solely for the purpose(s) you specify below (check all that apply):

- Address resolution and/or other Internet technical management
- Enforcement of legal rights **not including marketing** (you *must* describe the rights you seek to enforce):
- Law enforcement/National Security
- Consumer protection
- Crime and/or fraud detection and/or prevention
- Authorized transfer of domain name registration to a new registrar
- Authorized transfer of domain name to a new registrant
- Compliance with requirements of ICANN registry or registrar agreement
- Journalism
- Other specified purpose(s) (you must describe purpose:

**4. TERM**

This Agreement is effective for a period of twelve (12) months from the date of execution by VeriSign (the "Initial Term"). VeriSign will send an e-mail to the address listed in Section 2(h) above notifying you at least seven (7) days prior to the expiration of the Initial term. If you re-certify the purposes for which you agree to use the Data and your compliance with the terms and conditions of this Agreement, as it may be amended, VeriSign will renew the Agreement for a successive twelve-month renewal term (a "Renewal Term"; the Initial Term and any successive Renewal Term together make up the "Term"). The Term shall continue until its expiration or until this Agreement is terminated by either party as set forth in Section 12 below.

## **5. GRANT OF ACCESS AND USE**

VeriSign grants to you and to the additional Authorized Individual Users, a non-exclusive, non-transferable, limited right to use an assigned Password to access and use the Data exclusively for the purpose(s) described in Section 2 and otherwise in accordance with this Agreement. VeriSign may change your password on a bi-monthly basis by providing seven (7) days advance notice via e-mail to the address listed in Section 2(h) above.

## **6. CONDITIONS OF ACCESS AND USE**

You agree that you and all Authorized Individual Users will:

- (a) access and use this Data only for the specific purposes set forth in Section 2 of this Agreement;
- (b) use the Password only to access and use the Data in accordance with the terms and conditions set forth in this Agreement;
- (c) under no circumstances access or use this Data to: (1) allow, enable, or otherwise support the transmission of commercial advertising or solicitations (not including good faith offers to resolve disputes through entering into a license agreement) to entities or individuals whether by e-mail, postal mail, telephone, facsimile or other methods of communication; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of VeriSign or any registrar accredited by the Internet Corporation for Assigned Names and Numbers ("ICANN"). VeriSign reserves the right, following ICANN's approval of a modification to Appendix L to the then-current Registry Agreement by and between VeriSign and ICANN ("ICANN Approval"), to specify additional specific categories of prohibited uses or to establish additional limitations on access to and use of the Data by giving you reasonable notice delivered via e-mail to the address listed in Section 2(h) above at any time. Upon your receipt of such notice, neither you nor your Authorized Individual Users may make such prohibited use of the Data or violate the new terms and conditions. VeriSign may, with ICANN Approval, prevent you and your Authorized Individual Users from accessing the Data until you have indicated your agreement to such additional prohibitions, terms, and conditions.
- (d) copy the Data (or any portion or copy thereof) into a machine-readable or printed form only as necessary to use it in accordance with this Agreement;
- (e) not share or otherwise distribute the Password to any individual or entity that is not bound by this Agreement;
- (f) except as necessary to accomplish the purpose set forth in Section 3 above, not distribute the Data (or any portion or copy thereof) to any other party without the express prior written consent of VeriSign; and
- (g) take all reasonable steps to protect against unauthorized access to, use of, and disclosure of the Data and the Password.

## **7. FEE**

At this time VeriSign requires no fee for use of the Password or the right to access and use the Data. VeriSign reserves the right to assess or impose a fee for such access and use, with ICANN Approval, on thirty days prior notice.

## **8. PROPRIETARY RIGHTS**

You agree that no ownership rights in the Password or the Data are transferred to you or your Authorized Individual Users under this Agreement. You agree that any copies of the Data that you or your Authorized Individual Users make will contain the notice and disclaimer that appears in Attachment 2 to this Agreement.

## **9. METHOD OF ACCESS**

VeriSign reserves the right, with ICANN Approval, to change the method of access to the Data at any time, including the granting of Passwords under this Agreement. You agree that, in the event of significant degradation of system processing or other emergency, VeriSign may, in its sole discretion and without notice, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet, the VeriSign servers, the .name registry, and the database containing the Data.

## **10. VIOLATION**

You agree that you are liable to VeriSign for any costs, liabilities, losses, fines, or expenses (including attorneys' fees) arising in connection with any claim, lawsuit, action, proceeding or regulatory enforcement action brought by any third party against VeriSign, howsoever arising, as a result of acts or omissions by (a) you or any Authorized Individual User constituting violation of your obligations to VeriSign under this Agreement or (b) any other individual or entity to whom you or an Authorized Individual User have provided the Password, the Data, or copies of the Data that would, if performed by you, constitute a violation of your obligations to VeriSign under this Agreement.

## **11. NO WARRANTIES BY VERISIGN**

**THE PASSWORD AND THE DATA ARE PROVIDED "AS-IS." THE DATA IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO ITS ACCURACY AND/OR COMPLETENESS. VERISIGN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PASSWORD AND THE DATA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

## **12. REFUSAL TO GRANT, RENEW PASSWORD**

To the extent permitted under the registry agreement by and between VeriSign and ICANN, VeriSign reserves the right to refuse to grant or renew a Password to you or to any of your Authorized Individual Users, and VeriSign shall not be liable to you or any of your Authorized Individual Users for any damages arising from VeriSign's refusal to sign this Agreement, issue a Password, grant access to the Data, or renew this Agreement upon re-certification.

## **13. NO CONSEQUENTIAL DAMAGES**

In no event shall VeriSign be liable to you or any of your Authorized Individual Users for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Password or the Data or the termination of this Agreement, even if VeriSign has been advised of the possibility of such damages.

## **14. TERMINATION**

You may terminate this Agreement at any time by erasing the Password and providing written notice of your termination to VeriSign at St Clements House; 27-28 Clements Lane; London EC4N 7AE; United Kingdom; Attention: Compliance Officer – Naming Services; [cao@verisign-grs.com](mailto:cao@verisign-grs.com).

VeriSign has the right to terminate this Agreement immediately if:

- (a) an ICANN-approved change in the method of access under the Agreement or any terms and conditions of the Agreement results in a failure of its essential purpose;
- (b) you or any of your Authorized Individual Users violate the terms and conditions of this Agreement; or
- (c) such termination is required by law, regulation, or a change in ICANN approved policy; or
- (d) your continued access to and use of the Data or that of your Authorized Individual Users would cause VeriSign to be in violation of any applicable law or regulation; or
- (e) VeriSign discovers that the user information provided in Section 2 above is inaccurate in any material way and such inaccuracy is not corrected with 48 hours of VeriSign's issuance of an e-mail to the e-mail address listed in Section 2(h).

## **15. RECORD RETENTION**

You agree that VeriSign may collect information about the number and type of searches conducted by you and your Authorized Individual Users including details about the search terms used and the result of such searches. VeriSign will not disclose such information except:

- (a) in aggregated form, from which you are not identifiable;
- (b) in response to requests from law enforcement or regulatory authorities;
- (c) as required by law or legal process including subpoenas; and
- (d) as necessary to protect the safety, legal rights, and property of VeriSign or any third party; provided, however that VeriSign will notify you via e-mail to the address listed in Section 2(h) above seven (7) days before disclosing information under the exception set forth in this Subsection (d) unless VeriSign makes a good faith determination based on information available to it at the time and without any obligation to seek additional information, that such disclosure would pose a threat to the safety or property of VeriSign or any third party or would undermine VeriSign's or a third party's efforts to establish, assert or defend its legal rights.

## **16. SEVERABILITY**

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

## **17. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the England and Wales. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in London, England. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the courts located in the United Kingdom (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

**18. SURVIVAL**

The provisions of this Agreement will survive the termination or expiration of this Agreement for any reason with respect to Data you have accessed or acquired prior to such termination or expiration.

**19. ENTIRE AGREEMENT**

This is the entire agreement between you and VeriSign concerning use of the Password and access to and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating thereto.

I hereby certify that User and all Authorized Individual Users will access and use the Data only for the purpose(s) specified in Section 2 of this Agreement, and only in accordance with the terms and conditions of this Agreement.

User (Print)

Signed \_\_\_\_\_

Title

Date

Accepted by VeriSign, Inc.

User (Print) \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ASSIGNED EXTENSIVE SEARCH USERID AND PASSWORD**

(To be assigned by VeriSign upon execution of this Agreement):

USERID:	
PASSWORD:	To Be Provided Under Separate Communication

## **Attachment 1: Authorized Users**

The following individuals are employed by or owners of the User, have agreed to be bound by the terms and conditions of this Agreement, and are authorized by the User to use the User ID and Password issued by VeriSign to User.

1. Name:

Title:

Telephone Number:  
(including area/country code)

E-mail Address:

2. Name:

Title:

Telephone Number:  
(including area/country code)

E-mail Address:

3. Name:

Title:

Telephone Number:  
(including area/country code)

E-mail Address:

4. Name:

Title:

Telephone Number:  
(including area/country code)

E-mail Address:

## **Attachment 2: Disclaimer and Notice**

Disclaimer and Notice: VeriSign, Inc. makes every effort to maintain the completeness and accuracy of the Whois data, but cannot guarantee that the results are error-free. Therefore, any data provided through the Whois service are on an "as is" basis without any warranties.

BY USING THE WHOIS DATA CONTAINED HEREIN OR IN ANY REPORT GENERATED WITH RESPECT THERETO, IT IS ACCEPTED THAT VERISIGN, INC. IS NOT LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE REPORT OR THE INFORMATION PROVIDED BY THE WHOIS SERVICE, NOR OMISSIONS OR MISSING INFORMATION. THE RESULTS OF ANY WHOIS REPORT OR INFORMATION PROVIDED BY THE WHOIS SERVICE CANNOT BE RELIED UPON IN CONTEMPLATION OF LEGAL PROCEEDINGS WITHOUT FURTHER VERIFICATION, NOR DO SUCH RESULTS CONSTITUTE A LEGAL OPINION.

This Whois data may be used only for specified, lawful purposes, in particular, [insert purpose specified in Section 3]. Illegitimate uses of Whois data include, but are not limited to, unsolicited email, data mining, direct marketing or any other illegal and/or improper purpose. Any request made for Whois data will be documented by VeriSign, Inc. but will not be used for any commercial purpose whatsoever.