

# **Domains**

## **Product Policy**

### **Product Documentation**



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# Product Policy

## Privacy Policy

Last updated : 2022-07-11 09:57:19

### 1. INTRODUCTION

This Module applies if you use Domains (“**Feature**”). This Module is incorporated into the privacy policy located at [Privacy Policy](#) Terms used but not defined in this Module shall have the meaning given to them in the Privacy Policy. In the event of any conflict between the Privacy Policy and this Module, this Module shall apply to the extent of the inconsistency.

### 2. CONTROLLERSHIP

The controller of the personal information described in this Module is as specified in the Privacy Policy.

### 3. AVAILABILITY

This Feature is available to users globally.

### 4. HOW WE USE PERSONAL INFORMATION

We will use the information in the following ways and in accordance with the following legal bases:

Personal Information	Use	Legal Basis
Log Data: records of change of domain name operations: DNS modifying records (list of domain name system changes, modifying history), record of domain name transfers between Tencent Cloud users, records of change of the domain name registrants	We use this information for the purpose of: analyzing the reasons for errors or failures and troubleshoot such problems; and recording your troubleshooting and information inquiries. Please note that this data is backed up in our TencentDB for MySQL feature.	We process this information as it is necessary for us to perform our contract with you to provide the Feature.

DNS Log Data: Domain name resolution server information: DNS modifying records, record of domain name transfers between Tencent Cloud users, records of change of the domain name registrants	We use this information for the purpose of specifying the DNS server. Please note that this data is backed up in our TencentDB for MySQL feature and transmitted to the relevant Domain Name Registration Office to justify the DNS server.	We process this information as it is necessary for us to perform our contract with you to provide the Feature.
Domain Name Holder Information:: email, phone number, address	We use this information for the purpose of sending advertisements and marketing offers to you. Please note that this data is backed up in our TencentDB for MySQL feature.	We process this information with your consent.
Domain Name Information: duration in which domain name has been registered in your name, whether you have enabled automatic renewal, whether to select domain name preferential package, UIN, domain name, domain name holder information (domain name owner name, contact information including email, phone number, address, zip code)	We use this information for the purpose of recording your troubleshooting and information inquiries. Please note that this data is backed up in our TencentDB for MySQL feature.	We process this information as it is necessary for us to perform our contract with you to provide the Feature.

## 5. HOW WE STORE AND SHARE PERSONAL INFORMATION

As specified in the Privacy Policy. Additionally, your email, phone and address will be stored in our TencentDB for MySQL feature.

## 6. DATA RETENTION

We will retain personal information in accordance with the following:

Personal Information	Retention Policy
Log Data	Deleted within 45 days after your chosen domain name validity period ends and the validity period is not renewed within the 30-day grace period.
DNS Log Data	Deleted within 45 days after your chosen domain name validity period ends and the validity period is not renewed within the 30-day grace period.

Domain Name Holder Information	Deleted within 45 days after your chosen domain name validity period ends and the validity period is not renewed within the 30-day grace period.
Domain Name Information	Deleted within 45 days after your chosen domain name validity period ends and the validity period is not renewed within the 30-day grace period.

# Data Processing And Security Agreement

Last updated : 2022-07-11 09:57:19

## 1. BACKGROUND

This Module applies if you use Domains (“**Feature**”). This Module is incorporated into the Data Privacy and Security Agreement located at [DPSA](#). Terms used but not defined in this Module shall have the meaning given to them in the DPSA. In the event of any conflict between the DPSA and this Module, this Module shall apply to the extent of the inconsistency.

## 2. PROCESSING

We will process the following data in connection with the Feature:

Personal Information	Use
Domain Name Information: duration in which domain name has been registered in your name, whether you have enabled automatic renewal, whether to select domain name preferential package, UIN, domain name, domain name holder information (domain name owner name, contact information including email, phone number, address, zip code)	<p>We only process this data for the purposes of providing the Feature to you, including for: notifying you before your domain name(s) expire; and registering, and providing details of, your domain name(s) with the relevant Domain Name Registration Office.</p> <p>Please note that this data is backed up in our TencentDB for MySQL feature, and certain data (duration in which domain name has been registered in your name, domain name, domain name holder information) is transmitted to the relevant Domain Name Registration Office.</p>

## 3. SERVICE REGION

As specified in the DPSA.

## 4. SUB-PROCESSORS

As specified in the DPSA.

## 5. DATA RETENTION

We will store personal data processed in connection with the Feature as follows:

Personal Information	Retention Policy
Domain Name Information	Deleted within 45 days after your chosen domain name validity period ends and the validity period is not renewed within the 30-day grace period.

You can request deletion of such personal data in accordance with the DPSA.

## 6. SPECIAL CONDITIONS

You must ensure that this Feature is only used by end users who are of at least the minimum age at which an individual can consent to the processing of their personal data. This may be different depending on the jurisdiction in which an end user is located.



# Domain Name Registration Service Agreement

Last updated : 2022-08-02 16:04:30

Welcome to the Tencent Cloud Domain Name Registration Agreement (the “**Agreement**”). This Agreement sets out the terms and conditions (these “**Terms**”) for the provision of domain name registration services from us to you (the “**Services**”). Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

## 1.The Agreement

1.1 For the purposes of these Terms, “**Tencent**,” “**we**,” “**our**,” and “**us**” refer to both the Registrar (as defined below) and the contracting entity set forth below in Section 4 (in the event the contracting entity is not the Registrar). “**You**”, “**your**”, “**user**” or “**Registrant**” means the person who will be the registered domain name holder (the “**Registrant**”). If the person agreeing to this Agreement is not the Registrant, then such person represents and warrants that (a) they are an authorized representative of the Registrant with the authority to bind the Registrant to these Terms, and (b) they agree to these Terms on the Registrant’s behalf.

1.2 ICANN-Accredited Registrar. We currently provide our domain name registration services through our ICANN-accredited Tencent entity Aceville Pte. Ltd., a Singapore-registered company located at 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622 (the “**Registrar**”).

1.3 By clicking “I ACCEPT,” or by otherwise accessing or using the Services, you agree that you have read and understood, and, as a condition to your use of the Services, you agree to be bound by, these Terms, including the then-current additional terms applicable to the Services contained in the [Tencent Cloud Terms of Service](#), as well as the UDRP (defined below), the URS (defined below), and any current and future rules, regulations, policies, or agreements published in association with specific Services and/or adopted or enforced by the Internet Corporation for Assigned Names and Numbers (“**ICANN**”), any registry, agency, governments or competent authority. Please see an overview of the Registrants Benefits and Responsibilities by clicking [here](#) (please note that this overview does not override or replace these Terms). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Services. Your use of the Services, and our provision of the Services to you, constitutes an agreement by us and by you to be bound by these Terms.

1.4 Tencent may amend these Terms from time to time by posting updated versions to the [Tencent Cloud site](#). Updated versions will be effective no earlier than the date of posting or the date of renewal of your Agreement. Tencent will use reasonable efforts to notify you of the changes, but you are responsible for periodically checking these Terms for any modifications. Your continued use of the Services constitutes your acceptance of any amended Terms. Amended Terms are not applicable retroactively.

1.5 Any capitalized terms not specifically defined in this Agreement shall have their meanings as set out in Section 1 of the [2013 ICANN Registrar Accreditation Agreement](#) (“**RAA**”).

## 2.JURISDICTION-SPECIFIC TERMS

2.1 If there are separate supplemental terms for the jurisdiction applicable to your access or use of the Services, you also hereby agree to the supplemental terms applicable to users in each jurisdiction as outlined in the relevant “Additional Terms – Jurisdiction-Specific” section below, and in the event of a conflict between the provisions of the Additional Terms – Jurisdiction-Specific section that are relevant to your jurisdiction for your use of the Services, and the rest of these Terms, the relevant jurisdictions’ Additional Terms – Jurisdiction-Specific section will supersede and control. If you do not agree to these Terms, you must not access or use our Services.

## 3.The Services

3.1 These Terms govern your use of our domain name registration services, including your purchase of a new domain name, the renewal of existing domain name registrations and any related services. The Registrant must, in order to purchase or use the Service, register as a member of Tencent Cloud, and comply with the terms and conditions related to that membership.

3.2 You must comply with any minimum age restrictions set out in the Tencent Cloud [Privacy Policy](#) for your jurisdiction (“**Minimum Age**”) to use the Services. If you are of the Minimum Age or over, but under the minimum legal age to enter into a contract in your jurisdiction, you must review these Terms with your parent or legal guardian to ensure that they read and agree to these Terms on your behalf. If you are the parent or legal guardian of a user of our Services and you have questions about these Terms, please contact us at by submitting a ticket at [here](#).

3.3 By using the Services, you represent that you are of minimum legal age in your jurisdiction to agree to these Terms and that you are over the Minimum Age or your parents or legal guardian have read and agreed to these Terms on your behalf, and you understand and agree that we are relying upon that representation in allowing you to use the Services.

3.4 The jurisdiction specified in your registered billing information may cause additional or different terms to apply as set out in the [Tencent Cloud Terms of Service](#). Additional or different terms may apply to your use based on your local laws.

## 4.Contracting Entities and Governing Law

4.1 The country specified in your registered billing information determines: (i) the Tencent entity with which you are contracting under these Terms and (ii) the governing law that applies to these Terms and your use of the Services, as set forth in the table below.

Your Location	Tencent Contracting Entity	Governing Law
European Economic Area and Switzerland	Tencent Cloud Europe B.V., a Dutch registered company located at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands	England and Wales
North America	Tencent Cloud LLC, a Delaware corporation registered company located at Claremont 2747 Park Blvd, Palo Alto, CA 94306.	California, USA
South Korea	Tencent Korea Yuhan Hoesa, 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea	South Korea

Rest of the world	Aceville Pte Ltd, a Singapore-registered company located at 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622.	Singapore
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## 5. GENERAL REGISTRATION PROVISIONS

5.1 Registry Policies. You agree to be bound by all [Registry Policies](#) applicable to your domain name registration (at any level). It is your responsibility to visit the applicable TLD site and read and review all applicable registry policies prior to your registration in the TLD. Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name registration is made is and shall be an intended third party beneficiary of this Agreement. We and you acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to the Registrar being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.

5.2 ICANN Policies. You further agree to be bound by the obligations the Registrar is obliged to enforce in relation to any registrant as set out in the RAA, all ICANN consensus policies, including (i) the [Uniform Domain Name Dispute Resolution Policy](#) ("**UDRP**") along with the [UDRP Rules](#) and all supplemental rules of any UDRP provider; and (ii) the [Uniform Rapid Suspension System](#) ("**URS**") along with the [URS Rules](#) and all supplemental rules of any URS provider.

## 6. DOMAIN NAME APPLICATIONS

6.1 Application. You are solely responsible for the information you submit to us and you agree to make your domain name application in such form as we may from time to time request or prescribe. You must create and maintain an account to use the Services, and you are solely responsible for maintaining and securing your account, as well as for any access to and use of your account by you or a third party. You agree to notify us as promptly as possible, and in any event within five business days, if any of the information you provided as part of your application or registration process changes. You must provide us with a current and valid address for at least one individual who is responsible for the domain name and its operation.

6.2 Grace Period. Subject to Section 13, you may choose to cancel your domain name within five (5) calendar days (the "**Grace Period**") after having been notified of the successful registration. Provided you have complied with the terms of this Agreement, you will be able to obtain a full refund for your fees if you choose to cancel during the Grace Period. The Grace Period does not apply to any renewals or transfers of domain name registrations.

6.3 Account information. You must provide certain current, complete and accurate information about the Registrant with respect to your Account information and with respect to the Registration Data Directory Services (i.e. WHOIS information and services) ("**RDDS**") for your domain name(s). You must maintain and update this information as needed to keep it current, complete and accurate. You must submit the following with respect to the Registrant, the administrative, technical, and billing contacts for your domain name registration(s): name, postal address, e-mail address, voice telephone number, and where available, fax number. The type of information you are required to provide may change and you must provide such information and keep your account information current. Failure to provide us with up-to-date information or to provide us with such further information and/or documents in relation to

the domain name registration as we may reasonably request, may result in a refusal of the registration application, a termination by us of this Agreement, and/or a cancellation of the domain name.

6.4 Domain Registration. You acknowledge that domain name registrations are not effective until the registry administrator puts them into effect, and until such date as we have informed you that the domain name registration is activated. Domain names are registered on a first-come, first-served basis, and there is no guarantee that your desired domain name is available for registration. You further acknowledge that the effective registration of a domain name entitles you to use the domain name in accordance with this Agreement but does not confer any ownership rights, including any intellectual property rights, on you.

6.5 Domain Name Period. Domain name registrations are only for limited terms which end on the expiration date. For domain names which are created as a new registration out of the pool of available domain names, the term begins on the date the domain name registration is acknowledged by the applicable registry. For domain name registrations which were not returned to the pool of available domain names, the term begins on the date the previous registrant's domain name registration was acknowledged by the applicable registry.

6.6 Eligibility Requirements. To the extent any TLD requires you to meet eligibility, validation or other authentication requirements as a condition to registering a domain name in the TLD, you agree that by submitting an application or registering or renewing your domain name, you represent, warrant and agree that:

6.6.1 all information provided to register or renew the domain name (including all supporting documents, if any) is true, complete and correct, and is not misleading in any way, and the application is made in good faith;

6.6.2 you meet, and will continue to meet, the eligibility criteria prescribed in the Registry Policies for the applicable TLD for the duration of the domain name registration;

6.6.3 you have not previously submitted an application for the domain name with another registrar using the same eligibility criteria, and the other registrar has rejected the application;

6.6.4 even if the domain name is accepted for registration, your entitlement to register the domain name may be challenged by others who claim to have an entitlement to the domain name; and

6.6.5 the Registry Operator or the Registrar can cancel the registration of the domain name if any of the warranties required by you are found to be untrue, incomplete, incorrect or misleading.

6.7 Right to Deny. We and any registry reserve the right to deny, cancel, suspend or transfer any domain name registration or transaction, or place any domain name(s) on lock, hold, or similar status, as we or the registry deem necessary and to the extent permissible by applicable law in either our or the registry's discretion to:

6.7.1 protect the integrity and stability of the Registry;

6.7.2 comply with any applicable Registry Policies and/or procedures or ICANN rules and regulations, including the registry agreement;

6.7.3 comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

6.7.4 avoid any liability, civil or criminal, on the part of us or the registry, as well as our or the registry's affiliates, subsidiaries, officers, directors, and employees;

6.7.5 correct mistakes by us, another registrar, or the registry in connection with the domain name;

6.7.6 to enable the resolution of disputes concerning the domain name; and/or

6.7.7 comply with any other of these Terms.

## 7.Payment of Fees

7.1 You agree to pay the relevant Service fees in the sum, in such manner and within such timeframe as we will communicate to you. Your registration will not be effective unless we have received the payment for the relevant Services. For further payment terms, please refer to section 5 of the [Tencent Cloud Terms of Service](#), which shall apply, *mutatis mutandis*, to this Agreement.

7.2 We expressly reserve the right to change or modify our prices and fees at any time, and such changes or modifications shall be posted online at [here](#). and effective immediately without need for further notice to you provided that if you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal, in accordance with Section 9.

## 8.Term and termination of this Agreement

8.1 Term. This Agreement will commence on the date you first use a Service, and will continue in full force and effect for as long as you are using any of the Services or have any domain name registered through the Registrar, unless terminated earlier in accordance with the provisions of this Section 8.

8.2 Termination or Suspension. We may terminate or suspend this Agreement and/or your use of the Services, as well as elect to suspend the domain name, or otherwise revoke the registration of the domain name, at any time for the following:

8.2.1 you commit a breach of this Agreement which cannot be cured or has not been cured within 15 days of having been committed;

8.2.2 you fail to pay any Service fees properly due and payable to us;

8.2.3 registration of prohibited domain name(s);

8.2.4 abuse of the Services;

8.2.5 allegations or actions of illegal conduct or infringement of any third party intellectual property right or other right;

8.2.6 failure to keep your account or RDDS information accurate and up to date;

8.2.7 failure to respond to inquiries from us for over fifteen (15) calendar days;

8.2.8 in accordance with Section 13.2;

8.2.9 in accordance with any relevant obligation or requirement arising out of or in connection with your registration, use or reservation of your domain name being challenged in accordance with Section 17;

8.2.10 failure to comply with the [Tencent Cloud Terms of Service](#), ICANN or registry policies, or with any applicable laws or orders by a competent authority or competent court; and/or

8.2.11 if your use of the Services involves us in a violation or alleged violation of any third party's rights or acceptable use policies, including but not limited to the transmission of unsolicited email or the violation or alleged violation of any intellectual property right or other right.

8.3 No refund. For the avoidance of doubt, there will be no fee refund when there is a suspension or termination of any Services for cause.

8.4 Termination by you. Subject to Section 8.3, this Agreement will be terminated by your (a) providing us with fourteen (14) days' notice and (b) successfully deleting, assigning, or transferring to another registrar the registration of all domain names you currently have registered using the Services.

## 9. Domain Name Expiration and Renewal

**9.1 Expiration.** You are responsible for keeping your own records and reminders in relation to the expiration date of your domain name registration and any other Services. We will send you a first reminder about any upcoming expiration dates approximately one month prior to expiration, and a second approximately one week prior to expiration. Should the domain name registration expire, we will send you an additional notice within five (5) days of expiration. All notices are sent to the registrant email address listed in the official contact information of the domain name so make sure your contact information is up-to-date to receive these important notices. You agree that you are entirely responsible for any risks and consequences that may arise from you waiting until close to or after the expiration date of the then-current term of your domain name registration before attempting to renew your domain name registration.

**9.2 Redemption Grace Period.** All generic TLD registries offer a thirty (30) day redemption grace period immediately following the expiration and deletion of a domain name registration. For other TLD, the redemption grace period may vary. During these redemption grace periods, you may pay a redemption fee (as communicated from us to you) to us to redeem your domain name, in accordance with any applicable redemption procedures. If you do not redeem your domain during the redemption grace period, the relevant registry will release your domain name and it will become available again for registration on a first come, first served basis. You acknowledge that the relevant domain name will not function during any redemption grace period after it has been deleted.

**9.3 Renewal.** You may renew your domain name registration prior to its expiration by submitting a renewal application on your account (save for any domain names that are in the redemption grace period, in relation to which you will need to contact us directly), in such form and manner as we may prescribe from time to time. Any renewal is subject to:

- 9.3.1 you complying with these Terms, the terms then in effect, and any applicable renewal procedures;
- 9.3.2 payment of all applicable renewal fees, which will not be refundable; and
- 9.3.3 our acceptance of your renewal application.

**9.4 Auto renewal.** You may have the option to choose automatic renewal of your domain name registration through your account. If we provide this option, and you select it, your domain name registration will be automatically renewed for one year from the date one day prior to the original expiry of the domain name registration, subject to the terms of this Agreement (as amended from time to time) and provided always that your account has sufficient credit to pay the applicable renewal fees and/or has up-to-date payment card and billing information. It is your responsibility to keep your billing information up to date and we are not required to, but may, contact you to update this information in the event that an attempted renewal transaction is not processed successfully. If we are for any reason not able to take the payment of the renewal fee, your domain name registration will expire.

**9.5 Renewal without Consent.** We may, in certain extenuating circumstances specifically approved by ICANN, required under a dispute policy, or mandated by a court of competent jurisdiction, renew your domain name registration without your explicit consent in order to prevent its deletion. Your failure to respond to expiration and/or renewal notices from us is not an extenuating circumstance.

## 10. Domain Name Transfer

**10.1 60-Day Rule.** You agree that you will not transfer any domain name registered through the Registrar to another domain name registrar during the first sixty (60) days after its initial registration date, or of the successful completion of



a transfer.

10.2 Permitted Transfers. You may transfer your validly registered domain names either to or from another registrar, provided that:

10.2.1 you comply with these Terms and any applicable transfer procedures, including any conditions set out in the [ICANN Transfer Policy](#), the [Registrar Transfer Dispute Resolution Policy](#), and [Uniform Domain Name Dispute Policy](#);

10.2.2 you pay all the applicable services fees in relation to the transfer;

10.2.3 you submit, and we accept, your transfer application in a form and manner as prescribed by us from time to time;

10.2.4 there is no current dispute in relation to the identity of the domain name registrant, or any other dispute which may affect the transfer, and your domain name has not been put in a locked status (for whatever reason);

10.2.5 the domain name registration is not due to expire during the transfer period, and has not been renewed forty-five (45) or fewer days prior to the intended transfer;

10.2.6 you are not bankrupt or pending bankruptcy; and

10.2.7 the transfer is approved by the relevant registries.

10.3 Responsibility. You agree and acknowledge that each registrar has its own transfer process and we are not responsible for any issues with another registrar's process. You assume all responsibility for any failure of a transfer irrespective of whether the transfer application is submitted close to the end of the relevant registration term.

10.4 Mandatory transfers. The domain name registered in your name may be transferred to another party without your consent and without notice to you if we receive a decision of an administrative panel appointed by a dispute resolution service provider approved by ICANN or by the respective registries for the purpose of resolving domain name disputes requiring such transfer pursuant to any administrative proceeding to which you were a party.

## 11. Change of Registrant

11.1 Registrant Change. You may request a transfer of your domain name to another registrant (a "**Change of Registrant**"). All applications for a Change of Registrant must be made in the form and manner prescribed by us from time to time. We will require confirmation, via a secure mechanism, from you and the New Registrant (as defined below) that you and the New Registrant wish to proceed with the Change of Registrant, and confirmation must be provided within the number of days set by us. The Change of Registrant is subject to:

11.1.1 your compliance with these Terms, the [ICANN Transfer Policy](#) and all applicable Change of Registrant procedures prescribed by us from time to time;

11.1.2 payment of all applicable service fees;

11.1.3 confirmation of the Change of Registrant request by you and the new registrant within the time period set out in our confirmation request;

11.1.4 your domain name registration being valid, not having expired, and not being subject to any domain name related dispute; and

11.1.5 our acceptance of your application.

11.2 New Registrant Obligations. By requesting a Change of Registrant, you acknowledge that the registrant after the change (the "**New Registrant**") will be, on successful completion of the Change of Registrant request, the registered name holder of the registered domain name. You warrant that the New Registrant has expressly agreed to be the New

Registrant, and you expressly authorize us to take all steps necessary to register the relevant domain name(s) to the New Registrant. Upon completion of the Change of Registrant, you discharge us from all obligations under this Agreement.

11.3 Transfer Lock. You acknowledge that we are required to impose a 60-day inter-registrar transfer lock following a Change of Registrant, during which period the domain name will not be transferrable. You may opt out the lock period during the Change of Registrant process.

## **12.General Representations and Warranties**

12.1 General. You represent and warrant, and agree that we will rely on your warranties given in this Agreement, that:

12.1.1 neither the domain name registration nor the direct or indirect use of the domain infringe the legal rights of any third party, including intellectual property rights, or are intended for any unlawful purpose;

12.1.2 you will comply with all applicable laws, including, those relating to intellectual property, privacy, data collection, consumer protection, fair lending, debt collection, and disclosure of data and financial disclosures;

12.1.3 any and all information, statement or document you provide to us is true, accurate, correct, complete, and not deceptive, fraudulent or misleading; and

12.1.4 your domain name registration and use of the domain will not, now or in the future, violate any policies, regulations, terms and conditions of ICANN, the relevant registries or related laws.

12.2 No Evaluation. We do not evaluate whether the registration or use of the domain name may infringe upon any rights of any third party, including intellectual property rights, and you must not use the fact that the domain name is registered pursuant to this Agreement as a defense in any proceedings brought by any third party in connection with the domain name.

## **13.Your Undertakings**

13.1 Registrant Information. Without prejudice to any other obligations contained in this Agreement, you agree to:

13.1.1 provide accurate and reliable information for publication in directories such as RDDS, including:

13.1.1.1 the Registrant's full name, postal address, e-mail address, voice telephone number, and, if available, fax number;

13.1.1.2 name of an authorized person for contact purposes in cases you are an organization, association or corporation;

13.1.1.3 names of the primary nameserver and the secondary nameserver(s) for the registered domain name;

13.1.1.4 name, postal address, e-mail address, voice telephone number, and, if available, fax number of the technical contact for the registered domain name; and

13.1.1.5 name, postal address, e-mail address, voice telephone number and, if available, fax number of the administrative contact for the registered domain name, and

13.1.2 correct and update any of the information in Section 13.1.1 within seven (7) days of any change during the term of this Agreement.

13.2 Inaccurate Information. You agree that your willful provision of inaccurate or unreliable information, or willful failure to update information provided to us within seven (7) days of any change, or failure to respond for over fifteen (15) calendar days to inquiries by us concerning the accuracy of contact details associated with your registration shall



constitute a material breach of the Agreement and be a basis for suspension and/or termination of the Agreement, and/or cancellation of the registration of the domain name.

**13.3 Third Party License.** If you intend to license use of a domain name to a third party, you are nonetheless the Registrant and are still responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the registered domain name. The Registrant accepts all liability for harm caused by licensing the registered domain name, unless the Registrant discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing you reasonable evidence of actionable harm.

**13.4 Use of RDDS Data.** You must only use data provided to you in response to queries on RDDS system for lawful purposes. You must not:

13.4.1 allow, enable, or otherwise support the transmission by e-mail, telephone, postal mail, facsimile or other means of mass unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers in accordance with applicable law (including laws on unsolicited marketing); or

13.4.2 enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.

**13.5 Malware.** You must not distribute malware, abusive operating botnets, phishing, privacy, trademark or copyright infringing material, engage in fraudulent or deceptive practices, counterfeiting or otherwise engage in activity contrary to applicable law.

**13.6 Domain Tasting.** You undertake not to engage in the practice known as "domain tasting", i.e. the practice of temporarily registering a domain under the Grace Period and cancelling it before the Grace Period expires to obtain a refund, as a way to test the marketability or viability of a domain name. If we reasonably determine that you have engaged in domain tasting, we may:

13.6.1 deduct a service fee from any refund issued to you; or

13.6.2 refuse your cancellation or refund request altogether.

## **14.Liability of Registrar**

**14.1 Our Responsibility.** We are not liable or responsible in any way for any errors, omissions, inaccuracies or any other actions by the Registry Operator arising out of or in connection with your application and receipt of, or failure to receive, a domain name registration, or arising out of or in connection with any renewal, redemption or transfer of a domain name. You acknowledge that the Registry Operator is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity, or if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity, for providing registry services for a specific gTLD. The Registry Operator is therefore independent and separate from us.

**14.2 No Guarantee.** In the light of ICANN and any Registry Operators acting independently and separately from us as explained in Section 14.1, we do not guarantee that you will be able to register, renew, redeem or transfer a domain name, even if our system indicates that the domain name is available or you are able to complete an order with respect to such domain name.

## **15.DATA**

15.1 Processing of Data. In addition to the Tencent Cloud [Privacy Policy](#) and [Data Processing and Security Agreement](#), you acknowledge and agree that this Agreement constitutes notice required to be given to you in accordance with subsection 3.7.7.4 of the [RAA](#), and you further consent to the data processing as set out in this Agreement, as required by subsection 3.7.7.5 of the RAA.

## 16.DATABASE OWNERSHIP

16.1 You agree and acknowledge that we own all database, compilation, collective and similar rights, title and interests worldwide in our domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that we own the following information for those registrations for which we act as Registrar:

16.1.1 the original creation date of the registration;

16.1.2 the expiration date of the registration;

16.1.3 the name, postal address, e-mail address, voice telephone number, and where available fax number of all contacts for the domain name registration;

16.1.4 any remarks concerning the registered domain name that appear or should appear in the RDDS database; and

16.1.5 any other information we generate or obtain in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary nameserver and any secondary nameservers for the domain name, and the corresponding names of those nameservers.

16.2 We do not have any ownership interest in your specific personal registration information outside of our rights in our domain name database.

## 17.DISPUTE RESOLUTION

17.1 ICANN Dispute Resolution Policy. If the registration, use or reservation of your domain name is challenged by a third-party, you will be subject to the provisions specified in the UDRP and URS in effect at the time your domain name registration is disputed by the third-party. In the event a domain name dispute arises with any third-party, you will indemnify and hold us harmless pursuant to the terms and conditions of the UDRP and URS. If you or your domain name is the subject of litigation, we may deposit control of your domain name record into the registry of the judicial body by providing a party with a registrar certificate. The UDRP and URS may be changed by ICANN (or ICANN's successor) at any time.

17.2 Jurisdiction. You agree to submit, for the purposes of this Section 17 only (i.e. domain name registration disputes with third parties), without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile or (2) where the Registrar is located. For other disputes relating to this Agreement, Section 20 applies.

17.3 Obligation to Monitor Emails. You acknowledge and agree that it is important for you to regularly monitor email sent to the email address associated with your account and domain names because, among other reasons, if a dispute arises regarding Services provided to you, you may lose your rights to receive the Services if you do not respond expeditiously to an email sent in relation thereto, in accordance with Section 8.2.

## 18.INDEMNIFICATION AND LIMITATION OF LIABILITY

18.1 Your responsibility for damages suffered by us or others. To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, ICANN, and the Registry Operators, as well as the contractors, agents, employees, officers, directors, shareholders, and affiliates of such parties, from and against any and all liabilities,

claims, damages, costs and expenses, including reasonable legal fees and expenses, for third party claims relating to or arising under this Agreement and/or you conduct, including any breach of any of your representations, warranties, undertakings, covenants or obligations set forth in this Agreement, the Services provided hereunder, or your use of the Services, including, without limitation, infringement by you, or by anyone else using the Services through your account, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our or ICANN's operating rules or policies relating to the Services provided. You shall not enter into any settlement or compromise of any such indemnifiable claim without the relevant party's prior written consent, which consent shall not be unreasonably withheld. This Section 18 will survive termination or cancellation of this Agreement for any reason.

18.2 No unlawful exclusion. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

18.3 Limitation of liability.

18.3.1 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, IN NO EVENT SHALL WE, ICANN, AND THE REGISTRY OPERATORS, AS WELL AS THE CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AND AFFILIATES OF SUCH PARTIES BE LIABLE FOR:

- i. ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; OR
- ii. ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION:

- A. LOSS OF USE;
- B. LOSS OF PROFITS;
- C. LOSS OF BUSINESS;
- D. BUSINESS INTERRUPTION;
- E. BUSINESS OPPORTUNITY; OR
- F. LOSS OF DATA,

WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES.

18.3.2 EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF US, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF (I) ANY SERVICE FEES YOU HAVE PAID TO US FOR USE THEREOF; OR (II) US\$ 100.

18.3.3 To the extent that applicable laws (including as set forth in the Additional Terms – Jurisdiction-Specific) do not allow or may limit the foregoing limitations of liability, such as liability for death or personal injury caused by our

negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation, or for any damage caused by our willful misconduct or gross negligence, these limitations may not apply to you or may be limited by applicable law. In such case you explicitly agree that our (or any such other released parties) liability to you shall apply to the maximum extent permitted by applicable laws.

## **19.DISCLAIMERS**

19.1 Disclaimer of warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING ALL INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, AVAILABLE, CURRENT OR ERROR-FREE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.
- c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHILE WE ATTEMPT TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, TRANSMIT DATA IN A SECURE MANNER, OR FUNCTION PROPERLY. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## **20.GOVERNING LAWS AND DISPUTE RESOLUTION**

Except as provided in the North America Terms, EEA Consumer Terms, and Germany Terms incorporated into this Agreement by Section 23, any claims for equitable relief may be brought in any court of competent jurisdiction even if the parties have chosen an exclusive venue. These Terms are governed by the jurisdiction set forth in Section 4. Unless the North America Terms, EEA Consumer Terms, and Germany Terms specify otherwise, and subject to any dispute falling within Section 17, all claims arising out of or relating to these Terms or the Services, will be resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force when the notice of arbitration is submitted. The seat of the arbitration will be Singapore and the language will be English. All proceedings will be confidential and there will be one arbitrator only.

## **21. LOCAL REGULATIONS**

We make no representation that the Services are available for use or permitted by law in any particular location. To the extent you choose to access Services, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if

and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the country you reside in.

## 22. MISCELLANEOUS

22.1 Interpretation. In these Terms (except where the context otherwise requires): (a) words in the singular shall include the plural and in the plural shall include the singular; (b) any words following the terms “including”, “include”, “in particular”, “such as”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (c) unless otherwise stated, a reference to “writing” includes email; (d) a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (e) the Schedule forms part of the Terms and shall have effect as if set out in full in the body of the Terms and any reference to these Terms includes the Schedule.

22.2 We may transfer these Terms to someone else. We may transfer our rights and obligations under these Terms to another organization, including in connection with a merger, sale, reorganization, asset sale, change of control, or similar transaction.

22.3 No rights for third parties. Unless otherwise expressly provided for in this Agreement, a person other than you and us has no rights to rely on or enforce any term hereunder.

22.4 If a court finds part of the Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections, paragraphs or provisions will remain in full force and effect. If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.

22.5 Even if we delay in enforcing the Terms, we can still enforce them later. Even if we delay in enforcing the Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

22.6 Headings for reference only. Headings are for reference only and have no legal effect respecting the scope, meaning or intent of any of the articles of the Terms.

22.7 Prevailing Language. We may translate these Terms into other languages. Unless otherwise specified in the Additional Terms – Jurisdiction Specific section, the English language version of these Terms shall be controlling in all aspects and shall prevail in case of any inconsistency with any other language version (if any).

22.8 Entire Agreement. These Terms, together with any terms or document referenced or incorporated herein, constitute the whole legal agreement between you and us and govern your use of the Services and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing.

## 23. Additional Terms – Jurisdiction-Specific

23.1 Jurisdiction-Specific Terms. Any jurisdiction-specific terms that form part of the [Tencent Cloud Terms of Service](#) shall apply, *mutatis mutandis*, to this Agreement.

# TLD registry policies

Last updated : 2022-08-02 16:03:41

Top-level domain (TLD) registry policies vary by registry. This topic lists the policies of some registries.

Registry	Registries Policies	TLDs
Generation.XYZ LLC	<a href="https://gen.xyz/registrationterms">https://gen.xyz/registrationterms</a>	.xyz/.college/.rent/.ticket/.security/.car/.cars/.skin/.baby/.be
Radix	<a href="https://radix.website/policies">https://radix.website/policies</a>	.site/.fun/.tech/.space/.online/.host/.press/.uno/.store
Public Interest Registry	<a href="https://thenew.org/call-for-nominations-2022-org-impact-awards/">https://thenew.org/call-for-nominations-2022-org-impact-awards/</a>	.org
Top Level Design, LLC	<a href="https://toplevel.design/policy">https://toplevel.design/policy</a>	.wiki/.ink/.gay