

Registry-Registrant Agreement

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

I. GENERAL TERMS AND CONDITIONS

1. The Registry supports the protection of intellectual property. By applying to register or reserve a name in the .XXX TLD, you represent and warrant that neither your Registration nor your use of the name will infringe the intellectual property or other rights of any third party.
2. You acknowledge and agree to abide by all Registry Policies set forth on the Registry Website. You specifically acknowledge and agree that the Registry Policies may be modified by the Registry, and agree to comply with any such changes in the time period specified for compliance.
3. You agree to comply with applicable ICANN Requirements as set forth on the Registry Website.
4. You represent and warrant that you have provided current, complete, and accurate information in connection with your Registration Request or Reservation Request, and that you will correct and update this information to ensure that it remains current, complete, and accurate throughout the term of any resulting Registration or Reservation. Your obligation to provide current, accurate, and complete information is a material element of this Agreement, and the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Registration or Reservation if it determines, in its sole discretion, that the information is materially inaccurate.
5. You consent to the collection, use, processing, and/or disclosure of your personal information in the United States and in accordance with the Registry Privacy Policy posted on the Registry Website, and incorporated by reference here. If you are visiting the Registry Website from a country other than the country in which the Registry servers are located, your communications with the Registry may result in the transfer of information (including your membership account information) across international boundaries; you consent to such transfer.
6. You agree to submit to proceedings commenced under ICANN’s Uniform Domain Name Dispute Resolution Policy (“UDRP”), ICM’s Charter Eligibility Dispute Resolution Policy (“CEDRP”), and ICM’s Rapid Evaluation Service (“RES”), each as described on the Registry Website. You further agree to abide by the final outcome of any of those processes, subject to any appeal rights provided in those processes or the law, and you hereby release the Registry, its affiliates and service providers and/or IFFOR from any and all direct or indirect liability associated with such dispute resolution processes.
7. You acknowledge and agree that the Registry reserves the right to disqualify you or your agents from making or maintaining any Registrations or Reservations in the .XXX TLD if you are found to have repeatedly engaged in abusive registrations, in its sole discretion.
8. You acknowledge and agree that the Registry reserves the right to immediately deny, cancel, terminate, suspend, lock, or transfer any Reservation Request or Registration Request and any resulting Reservations or Registrations that it deems necessary, in its discretion, in furtherance of the following:
 - a. to enforce Registry Policies and ICANN Requirements, as amended from time to time;
 - b. to protect the integrity and stability of the Registry, its operations, and the .XXX TLD;

- c. to comply with any applicable law, regulation, holding, order, or decision issued by a court, administrative authority, or dispute resolution service provider with jurisdiction over the Registry or you;
 - d. to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any liability, civil or criminal, on the part of the Registry as well as its affiliates, subsidiaries, owners, officers, directors, representatives, employees, contractors, and stockholders;
 - e. to correct mistakes made by the Registry or any Registrar in connection with a Registration or Reservation; or
 - f. as otherwise provided herein.
9. You agree to indemnify to the maximum extent permitted by law, defend and hold harmless the Registry, its affiliates and service providers, and the International Foundation for Online Responsibility ("IFFOR"), and each of their respective directors, owners, officers, employees, contractors, and agents, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your Registration or Reservation of, and/or your Registration Request or Registration Request for, any name in the .XXX TLD. You agree that the indemnifications stated herein survive termination of the Registrar-Registrant Agreement and this Agreement.
10. This Agreement, its interpretation, and all disputes between the parties arising in any manner hereunder, shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). You agree and submit to the exercise of personal jurisdiction of courts in the State of Florida for the purpose of litigating any such claim or action.
11. BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND/OR IFFOR BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF FLORIDA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND/OR IFFOR; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE STATE OF FLORIDA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS. YOU FURTHER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
12. You acknowledge and agree that the Registry is and shall be an intended third party beneficiary of the obligations you undertake in this Agreement. You acknowledge and agree that the Registry's third party beneficiary rights have vested, and shall survive any termination or expiration of your Registration or Reservation.
13. You acknowledge and agree that names in the .XXX TLD are provided "as is", "with all faults" and "as available." The Registry, its affiliates and service providers, and IFFOR make no express warranties or guarantees about such names.
14. TO THE GREATEST EXTENT PERMITTED BY LAW, THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS, AND IFFOR DISCLAIM IMPLIED WARRANTIES THAT THE .XXX TLD AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS AND/OR IFFOR ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE REGISTRY, ITS AFFILIATES AND SERVICE PROVIDERS AND/OR IFFOR DO NOT GUARANTEE THAT ANY NAME IN THE

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

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

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

16. The Registry reserves the right to modify, change, or discontinue any aspect of its services, agreements, this Agreement, including without limitation its prices and fees. You acknowledge and agree that the Registry, its affiliates and service providers, and/or IFFOR may provide any and all required notices, agreements, modifications and changes to this Agreement, and other information concerning the .XXX TLD electronically, by posting such items on the Registry Website. Your continued use of the Registry Website or your Registration and/or Reservation of any name in the .XXX TLD shall constitute your acceptance of the most current versions of those notices, agreements, modifications, and changes to this Agreement. In the event of any conflict between this Agreement and the notices, agreements, modifications or changes to this Agreement as posted from time to time on the Registry Website, the then-current terms of this Agreement posted on the Registry Website shall prevail.
17. You represent and warrant that your use of the Registry and/or any name in the .XXX TLD will not be for any illegal purposes, including without limitation:

- a. any purposes that promote or encourage the promotion of child pornography or the exploitation of minors in any way;
 - b. the infringement of the intellectual property rights of any other person or entity;
 - c. the impersonation of any person or entity, or the submission of information on behalf of any other person or entity, without their express prior written consent;
 - d. the violation of privacy or publicity rights of any other person or entity;
 - e. the promotion or engagement in any spam or other unsolicited bulk email, or computer or network hacking or cracking; or
 - f. the interference with the operation of the Registry Website or services offered by the Registry and/or IFFOR.
18. Names in the .XXX TLD are intended for and available to Applicants and Registrants who are at least eighteen (18) years of age. By submitting a Registration Request, creating a Registration, or maintaining a Registration you represent and warrant that you are at least eighteen (18) years of age.
19. If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms “you”, “your”, Applicant, or Registrant shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, the Registry finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including but not limited to the payment obligations. The Registry shall not be liable for any loss or damage resulting from the Registry’s reliance on any instruction, notice, document, or communication reasonably believed by the Registry to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, the Registry reserves the right (but undertakes no duty) to require additional authentication from you.
20. Registry Website may contain links to third party websites that are not owned or controlled by the Registry. The Registry assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third party websites, including without limitation its service providers or dispute resolution providers.
21. No failure on the part of the Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. The Registry shall not be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed by the Registry; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
22. If any provision of this Agreement or the application thereof to any person, entity, or circumstances is determined to be invalid, illegal, or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person, entity, or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.
23. The Registry shall not be liable to you for any loss or damage resulting from any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government

or other competent authority, compliance with any statutory obligation or executive order, fire, lightning, hurricane, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons of which the Registry is not responsible.

24. This Agreement (including its schedules, the [privacy policy](#), the [auction rules](#), the [launch plan and related policies](#), as well as the [domain name dispute resolution policies](#) which are incorporated herein by this reference and form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, between the parties with respect to the subject matter expressly set forth herein.
25. In the event of termination of this Agreement, the following terms shall survive: Section 1.6, 1.9-1.15, 1.20, 1.23, and 1.25.

II. ADDITIONAL TERMS FOR ALL SUNRISE APPLICANTS AND ALL LANDRUSH APPLICANTS

1. At the close of the Sunrise period, if more than one Sunrise application of any kind (AT, AD, or B) is made for a domain name, all Sunrise Applicants for that name will be notified of the claims made by the other Sunrise Applicants for that name and that name will proceed to auction, in accordance with the Auction Rules. You agree to be bound by the Auction Rules. In furtherance of this provision, by submitting a Sunrise application you agree that the Registry and/or its Validation Agent is authorized to share information relating to your Sunrise application with other Sunrise Applicants. In the event any Sunrise Applicant proceeds with a Registration, such Applicant will be deemed on notice of the intellectual property claims submitted by the other Sunrise Applicant(s) and may not claim lack of notice with regard to such Applicant(s) in any subsequent dispute proceeding. You acknowledge and agree that you may not use proxy services during the Sunrise period.
2. At the close of the Landrush period, if more than one Landrush application is made for a domain name, all Landrush applicants will be notified that the domain name will proceed to auction, in accordance with Auction Rules. You agree to be bound by the Auction Rules.

III. ADDITIONAL TERMS FOR SUNRISE B (NON-COMMUNITY TRADEMARK) APPLICANTS

1. If you have submitted a Reservation Request under the Registry's Sunrise B procedure, you acknowledge and agree that if your application is successful, your Reservation will not result in a Registration, does not convey any additional rights, including without limitation any additional intellectual property rights, and queries will resolve to a standard page that indicates that the name is reserved. You further acknowledge and agree that you may not in the future elect to convert this Reservation to a resolving Registration.
2. You acknowledge and agree that the Registry, its affiliates and service providers, and IFFOR shall have no liability of any kind for any direct or indirect loss or liability resulting from or arising in connection with the Sunrise processes, including, without limitation: (a) your ability or inability to reserve a name in the .XXX TLD through this process, and (b) any dispute between any parties arising in connection with this process.

IV. ADDITIONAL TERMS FOR REGISTRANTS OF NON-RESOLVING NAMES

By applying to register a non-resolving name in .XXX TLD you acknowledge and agree that if your application is successful, your Registration will not resolve in the DNS. You further acknowledge and

agree that you may not in the future elect to convert this Registration to a resolving Registration unless you subsequently qualify for membership in the Sponsored Community, complete the Membership Application Process on the Registry Website, and receive Membership Credentials that you provide to your Registrar.

V. ADDITIONAL TERMS FOR MEMBERS OF THE SPONSORED COMMUNITY AND PROXY SERVICES

1. By applying to register a resolving name in the .XXX TLD, you represent and warrant that you are a member of the Sponsored Community or a Registry-approved proxy service acting on behalf of a member of the Sponsored Community.
2. In order to participate in the Registry's Sunrise A or Landrush procedures, you acknowledge and agree that you must complete the Membership Application Process on the Registry Website within forty eight (48) hours after the close of either Sunrise or Landrush, as applicable to you. You further acknowledge and agree that if you do not complete the Membership Application Process within the above-referenced time frame, your request for a name in the .XXX TLD during the Sunrise A or Landrush procedures shall be deemed invalid.
3. If you are a member of the Sponsored Community, you represent and warrant that you have provided or will provide current, accurate and complete information in connection with the Membership Application Process, and will keep that information current. You understand that your Registration will not resolve unless and until you supply your Registrar with the Membership Credentials you received upon completing the Membership Application Process on the Registry Website.
4. If you are a Registry-authorized proxy service, you represent and warrant that (i) you have authenticated the member of the Sponsored Community that has provided or will provide the Membership Credentials in connection with the Registration, and (ii) you will comply with the most current version of the proxy service standards posted on the Registry Website.
5. You acknowledge and agree that Registry, its affiliates and service providers, and IFFOR shall have no liability of any kind for any direct or indirect loss or liability resulting from the proceedings and processes relating to the Sunrise Process, the Landrush process, General Availability period, or any process the Registry uses for allocating Premium Names or other names in the .XXX TLD, including without limitation: (a) the ability or inability of a Registrant to obtain a name in the .XXX TLD during these periods, and (b) any dispute, amongst any parties, arising in connection with any of those processes.
6. You acknowledge and agree that the content of websites in the .XXX TLD may not be appropriate, legal, and or available for use in all locations, and hosting the name in territories where such content is illegal is prohibited. If you choose to register and/or operate the name from a location outside the U.S., you do so on your own initiative. In all cases, you are responsible for compliance with local laws.

VI. ADDITIONAL TERMS APPLICABLE TO PREMIUM NAMES

Notwithstanding Section 1.24 of this Agreement, you acknowledge and agree that if the name you are seeking to register is a Premium Name, as determined by the Registry in its sole discretion, then use of the name is also subject to the terms and conditions of a separate agreement between you and the Registry, and that your rights in any such names are also governed by the terms of that separate agreement.

VII. DEFINITIONS

Accredited Registrar is a domain name registrar that is (i) accredited by ICANN and (ii) has entered into a Registry-Registrar Agreement with the Registry.

Adult-Entertainment is intended to be understood broadly for a global medium, to include those websites that convey Online Adult Entertainment, operated by webmasters who have voluntarily determined that a system of self-identification would be beneficial.

Applicant is a natural person, company, or organization in whose name a Registration Request or a Reservation Request is made.

Auction Provider for the Sunrise and Landrush programs is Pool.com, Inc.

Auction Rules are the terms and conditions published by the Auction Provider on the Registry Website.

ICANN Requirements include the Registry's obligations under the Registry Agreement between ICM and ICANN dated 31 March 2011, all ICANN Consensus Policies applicable to the .XXX TLD, and all applicable ICANN Temporary and Specifications and Policies, each as defined in the Registry Agreement.

Membership Application Process must be completed by Applicants for resolving Registrations in order to: (i) confirm their status as a member of the Sponsored Community; (ii) confirm contact information; and (iii) acquire Membership Credentials. No Registrations in the .XXX TLD will resolve until the Membership process has been successfully completed.

Membership Credentials consist of a membership token and such other criteria as may be determined by the Registry from time to time.

Premium Name is a name that has been reserved or allocated by the Registry in its sole discretion, which may be, or has been, offered for registration to members of the Sponsored Community on other than a first-come first-served basis, including without limitation names in the .XXX TLD allocated under the Registry's Founders Program.

Registrant is an Applicant that has submitted a Registration Request that has been paid for in full and accepted by the Registry. A Registrant is the holder of a registered name in the .XXX TLD.

Registration means a name in the .XXX TLD submitted by a Registrar on behalf of a member of the Sponsored Community or non-member of the Sponsored Community, in the case of non-resolving name Registration Requests during the period of General Availability, for a specified Term that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

Registration Request is an application submitted by an Accredited Registrar on behalf of a member of the Sponsored Community or an approved proxy service for a member of the Sponsored Community, or non-member of the Sponsored Community, in the case of non-resolving name Registration Requests

during the period of General Availability, to register a name in the .XXX TLD. Registration Requests are non-transferable.

Registry is ICM Registry, LLC.

Registry Policies means the policies adopted from time to time by the Registry as posted under Policies on the Registry Website, including without limitation the Launch Plan and Related Policies.

Registry-Registrant Agreement is the Registry-Registrant Agreement Schedule and/or Registry-Registrant Agreement, as amended from time to time and posted on the Registry Website.

Registry-Registrar Agreement is the agreement between the Registry and Accredited Registrars, as amended from time to time.

Registry Website is www.icmregistry.com.

Reservation means the reservation from registration of a name in the .XXX TLD submitted by a Registrar on behalf of an entity or individual that is not a member of the Sponsored Community that has been accepted by the Registry in accordance with the terms of the Registry-Registrar Agreement and the Registry-Registrant Agreement.

Reservation Request is a request submitted by an Accredited Registrar on behalf of an Applicant who is not a member of the Sponsored Community but who desires to reserve from registration names that correspond to their registered trademark. Names that are the subject of successful Reservation Requests will resolve to standard pages that indicate that the name is not available for registration in the sTLD. Reservation Requests are non-transferable.

Sponsored Community consists of individuals, business, entities, and organizations that: (i) have voluntarily determined that a system of self-identification would be beneficial, (ii) have voluntarily agreed to comply with all IFFOR Policies and Best Practices Guidelines, as published from time to time on the IFFOR web site; and (iii) either:

- Provide Online Adult Entertainment intended for consenting adults ("Providers");
- Represent Providers ("Representatives"); or
- Provide products or services to Providers and Representatives ("Service Providers").
- Validation Agent means IPRota, Ltd., who has contracted with the Registry to conduct validation processes stated herein.

Schedule A **McAfee SECURE™ Terms**

1. McAfee SECURE™ Malware Scan Trustmark. Your access and use of the **McAfee** services provided to you on or through the Registry ("Services") **includes the right, but not the obligation to** display the following

McAfee Trustmark: McAfee SECURE™ Malware Scan (the “McAfee Trustmark”) provided by McAfee, Inc. and/or its subsidiaries (“McAfee”) as a result of McAfee’s performance of certain website security audits provided for the Registry’s use (“Website Security Audits”). You understand and agree that except for IP addresses for websites with .XXX domains registered by you through the Registry as part of the Services (**the “Registered Domains”**), McAfee is not performing Website Security Audits on any devices, websites or IP addresses owned by you, and that the McAfee Trustmark is provided to you solely subject to the following terms and conditions. To the extent that the Website Security Audits provided by McAfee require that McAfee scan content or other communications submitted by you or your customers and residing in our devices or other infrastructure used to provide the Services, you hereby authorize us and McAfee to perform such scans or security audits.

2. **Display and Removal of McAfee Trustmark.** You acknowledge and agree that your rights to display the McAfee Trustmark will depend solely on McAfee’s ability to determine that the infrastructure utilized by your Registered Domain meets McAfee’s security standards. Your right to display the McAfee Trustmark for your Registered Domain is **specific to your Registered Domain and is not transferable to another domain.** You have no rights in or to source code of the McAfee Trustmark or services, and you shall not create any derivative works, make translations of the McAfee Trustmark or services, disassemble, decompile, reverse assemble, reverse compile, recompile or make extracts from such McAfee Trustmark or services or attempt to determine the source code or permit others to do so. You acknowledge and agree that the McAfee Trustmark may include a hypertext link to McAfee’s website promoting McAfee’s products and services. All content provided by McAfee through the link located on the McAfee Trustmark is protected under copyright law. McAfee shall have the right to discontinue the serving of the McAfee Trustmark, if McAfee’s relationship with the Registry ends for any reason, or if the **infrastructure used by you to support the Registered Domain and/or** related websites that are being scanned by McAfee fail to pass Website Security Audits for a period of seventy two (72) hours or longer. You hereby release the Registry and/or McAfee from any and all liability in connection with the removal of the McAfee Trustmark.
3. **Combination of Your Mark with McAfee Trustmark.** If your user interface for the **Registered Domain** is branded using your company or product/service name, logo, or other trademark, service mark, or identifying mark (collectively, “Your Marks”), you hereby grant the Registry and/or McAfee a limited, non-exclusive right to combine and display the McAfee Trustmark with Your Marks on the user interface for the Services delivered to you, for as long as you receive the Services. You hereby release McAfee from any and all liability related to our combination of Your Marks with the McAfee Trustmark.
4. **Ownership of McAfee Trustmark.** You will use the McAfee Trustmark solely as delivered by us with the Services, and in accordance with all applicable law. You shall not modify the McAfee Trustmark in any way. You acknowledge that McAfee is the sole and exclusive owner of the Trustmark, the McAfee name, logo, service mark, trademark and other identifying marks supplied by McAfee (“McAfee Marks”) and all goodwill associated with the McAfee Marks. You agree that your use of the McAfee Marks with the Service will not create any right, title or interest in such McAfee Marks on your part. Except as prohibited by law, you agree that you will do nothing inconsistent with such ownership, either during the term of this Agreement or afterwards. You agree that your use of the McAfee Marks and all goodwill associated with such use shall inure to the benefit of and be on behalf of McAfee. McAfee shall have the sole right and discretion to bring, prosecute and settle infringement, unfair competition and similar proceedings based on the McAfee Marks.
5. **Privacy.** You agree that McAfee may collect and use your customers’ and personnel’s personally identifying information in accordance with McAfee’s Privacy Statement (available at <http://www.mcafee.com/us/about/privacy.html>). McAfee’s Privacy Statement is incorporated herein by this reference, and is subject to change from time to time at McAfee’s sole discretion.
6. **Disclaimer.** You understand and agree that, except as provided, (i) McAfee is not performing Website Security Audits on any websites, devices or IP addresses of yours, and (ii) the display of the McAfee Trustmark does not constitute a legal representation, warranty, or commitment on the part of McAfee

regarding the Services, which are provided to you solely and exclusively by the Registry. THE MCAFEE TRUSTMARK IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. YOU UNDERSTAND THAT ASSESSING COMPUTER SECURITY IS HIGHLY COMPLEX AND CHANGEABLE. YOU UNDERSTAND THAT USE OF THE MCAFEE TRUSTMARK IS AT YOUR OWN RISK. NEITHER THE REGISTRY NOR MCAFEE, THEIR OWNERS, OFFICERS, DIRECTORS OR EMPLOYEES ARE NOT RESPONSIBLE FOR YOUR USE OF THE MCAFEE TRUSTMARK OR ANY RESULTS THEREFROM. MCAFEE MAKES NO WARRANTY THAT THE MCAFEE TRUSTMARK WILL FIND ALL VULNERABILITIES IN OUR NETWORK OR SERVER(S). MCAFEE SHALL BE HELD HARMLESS AND FREE FROM ALL LIABILITIES FOR ANY USE OR APPLICATION OF THE INFORMATION PROVIDED BY MCAFEE IN CONNECTION WITH USING THE MCAFEE TRUSTMARK. ADDITIONALLY, MCAFEE MAKES NO WARRANTY THAT THE MCAFEE TRUSTMARK WILL ALWAYS BE AVAILABLE, THAT IT WILL BE ERROR FREE, OR THAT IT WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE MCAFEE TRUSTMARK OR ANY RELATED THIRD PARTY MCAFEE TRUSTMARK IS AT YOUR OWN RISK. MCAFEE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE MCAFEE TRUSTMARK.

7. Limitation of Liability. You expressly agree that McAfee shall have no liability or obligation, whether arising from contract, tort, warranty, or otherwise, for any loss of revenue, profit, data, use of money, use of time, or for any incidental, consequential, special, or indirect damages, foreseen, foreseeable, unforeseeable, or otherwise, arising from your use of the McAfee Trustmark, to the extent allowed by law. This limitation applies to all claims or causes of action against McAfee including but not limited to those arising from the McAfee Trustmark's availability, your access and use of third party services, content or software, or any other matter relating to the McAfee Trustmark. You agree that McAfee's aggregate liability for all causes of actions relating to the terms of supply of the McAfee Trustmark and any matters relating to McAfee's delivery of, or your use of the McAfee Trustmark shall not exceed fifty dollars (\$50). Any claim asserted solely against McAfee in connection with the McAfee Trustmark shall be subject to the laws of the State of New York and you hereby consent to the personal jurisdiction of the state and federal courts of New York to adjudicate the foregoing. You understand and agree that you are not a third party beneficiary of any agreement between McAfee and us and agree that you will not assert (and hereby waive) any right of enforcement against McAfee in connection with the McAfee Trustmark or the underlying services provided by McAfee to the Registry.