



# Acceptable Use Policy

August 2018



This document is provided pursuant to the disclaimer provided on the last page.



## Classification

Public - YakoCloud © 2018

## Purpose

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

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



## Contents

1	Definitions .....	1
2	Policy Statement .....	3
2.1	Detection of Behavior that Contravenes this Acceptable Use Policy .....	3
2.2	Your Obligations when using the Service .....	3
2.3	Provision of the Service.....	5
2.4	Actions we may take .....	5
3	Definition and Review.....	7

# 1 Definitions

Allocation means the method by which a domain name is created and assigned to an Applicant; Allocated shall have a corresponding meaning.

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

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

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

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

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

Published Policies collectively means:

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

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

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

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

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

TLD means Top Level Domain and for the purpose of this policy means any of the TLDs operated by us:

- |                |            |           |
|----------------|------------|-----------|
| ▪ .abogado     | ▪ .dds     | ▪ .porn   |
| ▪ .adult       | ▪ .design  | ▪ .rodeo  |
| ▪ .bayern      | ▪ .fashion | ▪ .select |
| ▪ .beer        | ▪ .fishing | ▪ .sex    |
| ▪ .biz         | ▪ .fit     | ▪ .surf   |
| ▪ .blackfriday | ▪ .garden  | ▪ .study  |
| ▪ .boston      | ▪ .horse   | ▪ .vip    |



- .casa
- .club
- .compare
- .cooking
- .courses
- .law
- .luxе
- .miami
- .nrw
- .photo
- .vodka
- .wedding
- .work
- .xxx
- .yoga

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

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

## 2 Policy Statement

Our goal is to ensure the security, stability and fair use of the TLD and our Service for all Internet users. We will take all reasonable actions to:

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

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

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

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

### 2.2 Your Obligations when using the Service

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

- for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
- in a manner inconsistent with any applicable laws, or to engage in, promote or encourage illegal activity;
- in violation of the legal rights of others, or to encourage such violation;

- in contravention of any guidelines, requirements or policies that may be issued by us from time to time;
- to purposefully distribute any virus, worm, corrupted file, harmful computer code, or other items of a destructive or deceptive nature;
- to modify, affect, disable or circumvent any aspect of the Services or the use of the Services;
- to generate, distribute, or facilitate unsolicited mass email, promotions, advertisements or other solicitations;
- to disrupt the Service or any third party service that may use the Service;
- to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network; or
- to facilitate any of the above.

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

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



## 2.3 Provision of the Service

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

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

## 2.4 Actions we may take

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

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

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

- to protect the integrity and stability of the Service;
- to comply with our obligations to ICANN;
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution policies or process;
- to avoid any liability, civil or criminal, on our part, as well as our affiliates, subsidiaries, officers, directors, employees and subcontractors;
- to ensure compliance with the Published Policies;
- to stop or prevent any violations of any terms and conditions of the Customer Registration Agreement;



- for the non-payment to us of any fee; or
- to correct mistakes made by us, any Registrar or any of our service providers in connection with an Application for a domain name, or a domain name.

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

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

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

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

## 3 Definition and Review

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

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

Further policy and procedure in relation to the TLD can be found at the following link:

<https://yakocloud.com/terms-of-service/>



#### Definitions

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

#### Disclaimer

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

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

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

#### Confidentiality Notice

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

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

#### Trademarks Notice

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

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

#### Pricing Notice

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

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

