Amazon Route 53 Domain Name Registration Agreement

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Last Updated June 12, 2020

1. General Terms.

1.1 The terms of this Agreement apply to your use of the Domain Name Registration Services. Your use of the Domain Name Registration Services is also governed by the AWS Customer Agreement (or other agreement with AWS governing your use of the Domain Name Registration Services). In the event of a conflict between the terms of this Agreement and the terms of those other agreements, the terms of this Agreement will apply with respect to your use of the Domain Name Registration Services, but only to the extent of such conflict.

1.2 You have access to ICANN's Registrant Educational Materials and have certain rights and responsibilities, all of which are set out in the ICANN Registrants' Benefits and Responsibilities policy.

1.3 Updates During the Term. Your continued use of the Domain Name Registration Services will constitute acceptance of any additional or updated terms that become effective after you have accepted this Agreement and registered the Registered Name. Even if you register a Registered Name for an extended duration, or continue renewing your use of the Domain Name Registration Services through Automatic Renewal pursuant to Section 7.2 of this Agreement, you are responsible for monitoring and ensuring your compliance with any updated terms for your use of the Domain Name Registration Services.

2. Registrar and Registry Operator.

2.1 AWS provides the Domain Name Registration Services through ICANN-accredited registrars. AWS currently provides Domain Name Registration Services through Gandi SAS , Mesh Digital Limited, Amazon Registrar, Inc., and other ICANN-accredited registrars (the "Registrar"), and your use of the Domain Name Registration Services is subject to their terms. You can identify the Registrar of record for any Registered Name by performing a WHOIS query here . AWS reserves the right to use any ICANN-accredited registrar as the Registrar.

Agreement in order to comply with the requirements of ICANN, the Registrar, or a Registry Operator. You agree that you will comply with all applicable Specifications and Policies. Should you refuse to accept any changes that are required by ICANN, the Registrar, or a Registry Operator, or any applicable Specifications and Policies, your domain name will be cancelled and no refund will be due to you.

2.2.1 AWS does not guarantee that it will be able to register or renew an applied-for domain name, even if the domain name may be labeled as available. No domain name registration request submitted to AWS will be deemed effective unless and until the relevant Registry Operator accepts the application and activates the applied-for domain name or renewal.

2.2.2 AWS may reject an application to register or renew a domain name for any reason, including rejection due to non-compliance with the requirements of ICANN, the Registrar, or a Registry Operator.

2.3 You will comply with specific requirements related to the relevant gTLD or ccTLD, as required by or on behalf of AWS, the Registrar, ICANN, or the Registry Operator. The specific requirements related to each gTLD or ccTLD are available from the Registrar (located on the Amazon Registrar policy page, the Gandi contract page , the Mesh Digital contract page or the policy page of any other Registrar AWS may use.) Should you refuse to accept any requirements related to the relevant TLD, your domain name will be cancelled and no refund will be due to you.

2.4 You will indemnify, defend, and hold harmless AWS, the Registrar, and the Registry Operator, and each of their affiliates, directors, officers, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to your registration or use of the Registered Name.

3. Registered Names.

3.1 For each Registered Name registered by you, the following terms, as well as any other terms set forth in an applicable Specification or Policy, will apply to you so long as you remain the Registered Name Holder for the Registered Name and will also apply to any other person or entity who is the Registered Name Holder. If you are not the Registered Name Holder for any Registered Name, then you represent and warrant that you are the designated agent for such Registered Name Holder and that the Registered Name Holder has either agreed to the terms of this Agreement or has granted you the necessary authority to agree to this Agreement on its behalf.

3.1.1 You will be identified as the Registered Name Holder in publicly-accessible WHOIS records, unless you use a Private Domain Registration or a Proxy Domain Registration.

3.1.2 For some gTLDs and ccTLDs, the Registry Operator considers the Registered Name Holder to have only an exclusive user license for use of the Registered Name; this does not change your obligations as the Registered Name Holder.

update such information within seven days of any change during the term of the Registered Name registration, for each Registered Name. The required contact information includes the following Registration Data:

3.2.1 If the Registered Name Holder is an individual: the full legal name, postal address, e-mail address, voice telephone number, and (where available) the fax number of the Registered Name Holder;

3.2.2 If the Registered Name Holder is an organization, association, or corporation: the full legal organization name, postal address, e-mail address, voice telephone number, and (where available) the fax number of the Registered Name Holder

3.2.3 The names of the primary and secondary nameserver(s) for the Registered Name.

3.3 You will have the option of providing unique contact information for the Registered Name's administrative and technical contacts. If you do not provide this contact information, the contact information you entered for the Registered Name Holder will be listed in these fields by default. You may update these fields at any time.

3.4 In order to provide you with services under this Agreement, AWS and/or the Registrar is obligated to provide Registration Data to the Registry Operator for the relevant gTLD or ccTLD.

3.5 For gTLDs, the Registrar is required by ICANN to validate and verify certain Registration Data in connection with the initial registration of the Registered Name and periodically thereafter. Some ccTLDs may have similar Specifications and Policies. The Registrar or Registry Operator may contact you in connection with the validation and verification of Registration Data associated with your Registered Name, and your timely and accurate response to Registration Data inquiries is necessary to maintain your registration of the Registered Name. Your willful provision of inaccurate or unreliable information, your willful failure to update information provided to Registrar via AWS within seven days of any change, or any failure by you to respond for more than 15 days to inquiries by AWS or Registrar concerning the accuracy of Registration Data associated with your Registered Name, will constitute a material breach of the registration agreement between you and AWS and will be a basis for AWS or the Registrar to suspend or cancel your registration of the Registered Name.

3.6 Registered Names cannot be any domain name that is either a reserved name pursuant to ICANN policy or reserved by the Registry Operator for the gTLD or ccTLD.

3.7 If permitted by the Registrar and Registry Operator, you may use Private Domain Registration or a Proxy Domain Registration, but only in accordance with the Registrar's or Registry Operator's terms (the Amazon Registrar policy page, the Gandi WHOIS page , the Mesh Digital contract page or the policy page of any other Registrar AWS may use).

3.8 With regard to any data requested from you by AWS in connection with your use of the Domain Name Registration Services ("DNRS Data"):

modifications, terminations, or any other correspondence with you as registrant, and our records indicating your acceptance of this Agreement, in connection with your request to register a Registered Name.

3.8.2 In order to provide you with services under this Agreement, AWS will share DNRS Data with the Registrar, and AWS, the Registrar, and the Registry Operator are required by ICANN and in some cases, the Registry Operator, to make certain DNRS Data publicly accessible via WHOIS, including by providing bulk access to DNRS Data. DNRS Data includes: the domain name; your name and postal address; the name, email address, postal address, voice and fax numbers for technical and administrative contacts; the Internet protocol numbers for the primary and secondary name servers; the corresponding names of the name servers; the original date of registration and expiration date; the name of the primary and secondary name servers; and the identity of the Registrar.

3.8.3 In order to provide you with services under this Agreement, the Registrar is required to make certain DNRS data available to ICANN and/or the Registry Operator for inspection and copying by ICANN and/or the Registry Operator. Registrar will share certain DNRS data with ICANN and/or Registry Operator to resolve compliance-related inquiries and respond to ICANN and/or Registry Operator audits.

3.8.4 In order to provide you with services under this Agreement, the Registrar and Registry Operator may be required to submit an electronic copy of certain DNRS Data to ICANN and/or Registry Operator from time to time. For gTLDs, the Registrar and Registry Operator must regularly submit an electronic copy of certain DNRS Data to an escrow agent mutually approved by the Registrar, Registry Operator, and ICANN to be held in escrow.

3.8.5 AWS may collect other DNRS Data in the course of providing the Domain Name Registration Services (e.g., while investigating complaints). In order to provide you with services under this Agreement, AWS may share DNRS Data with the Registrar, Registry Operator, and ICANN.

3.8.6 You may access and make corrections to your personal data through the Route 53 console .

3.8.7 AWS may retain all such DNRS Data during the term of this Agreement and for two years thereafter, in order to comply with ICANN requirements, regulatory, and contractual requirements for the retention of such data.

3.8.8 You consent to such data processing of DNRS Data for the purposes, and with the limitations, described in this section and Section 3.9.

3.9 Regarding the DNRS Data described in Section 3.8, AWS agrees that:

3.9.1 AWS will not process the DNRS Data collected from you in a manner incompatible with the purposes and other limitations described in this section.

3.10 AWS will permit you to change the Registrant name, organization, or email of a Registered Name ("Change of Registrant") in accordance with ICANN's Transfer Policy for gTLDs and the transfer policy of the relevant Registry Operator for ccTLDs , provided that you agree to the conditions outlined in the Amazon Registrar Change of Registrant Agreement ("Change Agreement") or the Change of Registrant process required by your Registrar and the terms of this Agreement.

3.10.1 A Change of Registrant does not necessarily include the renewal of the Registered Name's registration, which must be expressly requested and paid for. AWS is not responsible for the expiration of a Registered Name that is the result of any failure to renew the registration of the Registered Name.

3.10.2 You authorize AWS to act as your designated agent for the purpose of approving a Change of Registrant request.

3.10.3 A new Registered Name Holder or their designated agent must expressly confirm their desire to accept your transfer of the Registered Name, and a New Registered Name Holder must expressly accept this Agreement.

3.10.4 You may be prohibited from requesting a Change of Registrant under certain circumstances, including (A) a dispute regarding the Registered Name or its use, (B) the account associated with the Registered Name is not current with all payments due to AWS, or (C) your registration of a Registered Name has expired.

3.10.5 You will remain bound to this Agreement for as long as you are identified in WHOIS records as the Registered Name Holder or for so long as any domain name remains in your account with us, even if WHOIS records identify a third party or you are using a Private Domain Registration or a Proxy Domain Registration.

3.11 You may transfer the sponsorship of a Registered Name either to or from another registrar under certain terms.

3.11.1 You will promptly furnish AWS with any information necessary to transfer the sponsorship of your Registered Name to or from another registrar, or to assist AWS with resolving any transfer dispute.

3.11.2 The Registrar will transfer the sponsorship of a Registered Name provided that you comply with ICANN's Transfer Policy and pay any appropriate fees.

3.11.3 In the event of a dispute concerning the transfer of sponsorship of a Registered Name, the Registrar will attempt to resolve such dispute in accordance with ICANN's Registrar Transfer Dispute Resolution Policy .

3.11.4 You may be prohibited from transferring sponsorship of a Registered Name to or from another registrar under certain circumstances, including (A) within the first 60 days following your registration of the Registered Name for some TLDs, (B) within the first 60 days following a Change of Registrant or transfer to a different registrar, (C) a dispute

Registered Name has expired.

3.11.5 In the event Amazon Registrar becomes accredited to sell TLDs that AWS had been registering through other registrars, you authorize AWS to transfer any Registered Names registered in these TLDs through other Registrars to Amazon Registrar on your behalf and take whatever administrative steps are necessary to accomplish such transfers including, but not limited to, temporarily changing the registrant and/or administrative contact email address. You explicitly authorize AWS to act as your designated agent to make and approve material changes of registration contact information on your behalf solely for the purpose of facilitating any such transfers. If you are not the Registered Name Holder for any Registered Name, then you represent and warrant that you are the designated agent for such Registered Name Holder and that the Registered Name Holder has granted you the necessary authority to make the changes set forth in this section.

3.11.6 You accept liability for harm caused by any use of the Registered Name by the third party.

3.12 If you register the Registered Name on behalf of a third party by providing AWS with a third party's DNRS Data for the Registered Name, or otherwise permit a third party to be listed as the registrant in the WHOIS records of a domain name in your account, then (A) you will be considered a reseller as defined in the ICANN Registrar Accreditation Agreement , (B) the third party will be considered your customer, and (C) you agree to following terms:

3.12.1 You will not display the ICANN or ICANN-Accredited Registrar logo, or otherwise represent yourself as Accredited by ICANN, unless they have written permission from ICANN to do so.

3.12.2 Any registration agreement entered into between you and your customer will include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and will identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12.3 You will identify the sponsoring registrar of the Registered Name upon inquiry from your customer.

3.12.4 You will comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (A) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (B) you will not knowingly accept registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, you will comply with the

3.12.5 You will provide your customer with a link to an ICANN webpage detailing Registrant Educational Information as described in Section 1.2 above.

3.12.6 You agree to publish on your website(s) and/or provide a link to the Registrants' Benefits and Responsibilities Specification referenced in Section 1.2 above and will not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.

3.12.7 You represent and warrant to AWS that, with regard to any of your customers whose DNRS Data is supplied by you to AWS, you have given notice to such customers regarding the data processing of such DNRS Data described in Section 3.6, and obtained consent from such third party equal to the consent given by you in Section 3.6. Further, you represent and warrant that the transfer of any such customer data from you to AWS is done in compliance with all applicable laws and regulations.

3.12.8 You accept liability for harm caused by use of the Registered Name by your customer.

4. Intellectual Property.

4.1 You represent and warrant that neither the registration of the Registered Name nor the manner in which it is directly or indirectly used violates or infringes upon the legal rights of any third party or otherwise violate applicable law.

4.2 In addition to the terms of this Agreement, the Registry Operator for a specific gTLD or ccTLD may have additional terms regarding intellectual property rights and your use of a Registered Name, and you must comply with those terms.

5. Support.

Support for the Domain Name Registration Services will be provided through AWS Customer Support opening a support ticket (not the Registrar) and only through opening a support ticket.

6. Dispute Resolution.

6.1 You are bound by ICANN's Uniform Domain Name Dispute Resolution Policy . This policy is incorporated herein and made a part of this Agreement. You can view the Uniform Domain Name Dispute Resolution Policy online. ICANN may from time to time modify its Uniform Domain Name Dispute Resolution Policy.

6.2 You will submit to proceedings commenced under ICANN's Uniform Rapid Suspension System , if applicable. This policy is incorporated herein and made a part of the Agreement.

6.3 Maintaining your Registered Name registrations with AWS after any modifications to the Uniform Domain Name Dispute Resolution Policy, Uniform Rapid Suspension System, or any other ICANN-required or Registry Operator-required dispute policy

modifications have been made to it. If you cancel or terminate your Services with AWS as a result of a modified dispute policy, no fees will be refunded to you. Should you refuse to accept any policy as modified, your domain name will be cancelled and no refund will be due to you.

6.4 If a dispute arises as a result of your use of the Domain Name Registration Services, you will indemnify, defend and hold harmless AWS, the Registrar, and the Registry Operator, and each of their directors, officers, employees, and agents, as provided for in this Agreement. You also agree that if AWS is notified that a complaint has been filed with a governmental, administrative, or judicial body regarding a Registered Name registered by you using AWS, that AWS, in its sole discretion, may take whatever action it deems necessary regarding further modification, assignment of and control of the Registered Names in order to comply with the actions or requirements of the governmental, administrative, or judicial body, or until such time as the dispute is settled. In this event, you will hold AWS harmless for any action taken by AWS, including cancellation, suspension, or disabling of your domain name and the release of your customer information.

6.5 Without limiting the generality of Section 12.8, you will submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of your domicile and (2) where the Registrar is located, with respect to the adjudication of any disputes concerning or arising from use of the Registered Name or with respect to any "appeal" arising from a decision rendered by a panelist applying any ICANN- or Registry Operator-mandated dispute policy.

6.6 In addition to other obligations set forth in this Agreement:

6.6.1 Your ability to use any of the services provided by AWS is subject to cancellation or suspension in the event there is a breach of this Agreement, or suspension or cancellation is required by any Specification or Policy.

6.6.2 Your registration of the Registered Name will be subject to suspension, cancellation, assignment of control, modification of WHOIS data, deletion, or transfer to another registrar pursuant to any Specification or Policy, or pursuant to any Registrar or Registry Operator procedure not inconsistent with any Specification or Policy.

7. Renewal

7.1 Fees: Pricing for initial registrations, renewals, renewal after expiration, and redemption are available here .

7.2 Automatic Renewal. In order to ensure that you do not experience an interruption in Domain Name Registration Services or loss of a Registered Name, AWS offers an automatic renewal option ("Automatic Renewal").

7.2.1 UNLESS OTHERWISE REQUIRED FOR A SPECIFIC DOMAIN NAME REGISTRATION SERVICE, AUTOMATIC RENEWAL WILL BE ENABLED BY DEFAULT.

a different renewal period.

7.2.3 Unless you disable Automatic Renewal, AWS will automatically renew your registration of a Registered Name, and will take payment from the payment method you have on file with AWS at the then-current AWS rates, which may be higher or lower than the rates for the original service period. Domain name renewal fees are non-refundable.

7.2.4 Automatic Renewal settings are available under the Route 53 console . You may enable or disable Automatic Renewal at any time.

7.2.5 Automatic Renewal will not be effective until payment is final. You are solely responsible for ensuring that the payment method you have on file with AWS is current and valid. If you do not have a current and valid payment method on file, then Automatic Renewal will not be available.

7.2.6 Automatic Renewal typically occurs thirty-five (35) days before the expiration date of the Registered Name and extends the registration for one year, however certain ccTLDs require that Automatic Renewal occur closer to the expiration date and may have longer renewal periods. You will review the specific renewal rules relating to the TLD for your Registered Name, which are available here .

7.2.7 For renewals occurring thirty-five (35) days before the expiration date of the Registered Name, we will endeavor, but are not obligated to, send a renewal notification email reminding you that your Registered Name is set to Auto Renewal.

7.2.8 You are responsible for any renewals of your domain names. If you disable Automatic Renewal, if your payment method is rejected, or if Automatic Renewal is not available for your Registered Name, then as of the Expiration Date, you may experience an interruption of service or lose control of your Registered Name, and AWS will not be liable to you or any third party as a result.

7.2.9 AWS or Registrar will provide you with notifications of pending expiration, including a notification of the Expiration Date for your Registered Name, at least 1 month prior to the Expiration Date, 1 week prior to the Expiration Date, and 1 day after the Expiration Date. Notices will be sent to your email address on record, as provided in Section 11.1.

7.3 Expired Names. Failure to renew or transfer your registration of the Registered Name by the Expiration Date may result in a cancellation of the registration and a loss of all rights to the Registered Name. After the Expiration Date:

7.3.1 Within one day after expiration, the status of the expired domain name will be set to clientHold and the domain name will no longer be available on the Internet.

7.3.2 The actual length of the late-renewal period and other timeframes identified in this Section, are subject to the rules and requirements of the Registry Operator for the relevant TLD. Late-renewal period is not available for certain ccTLDs. You will review the specific expiration rules relating to the TLD for your Registered Name available here .

it will enter a late-renewal period lasting between forty (40) and forty-five (45) days. During this period, you may renew the domain name at the standard renewal rate.

7.3.4 If an expired domain name is not renewed during late-renewal period, it will be deleted from our system and will enter a thirty (30) day redemption period. During this period you may be able to restore your domain name. The price to restore the domain name depends on TLD. Standard pricing is available here . If you do not restore the domain name during redemption period it will be deleted at the registry level, enter general availability, and be available to anyone on a first-come, first-served basis.

7.3.5 Only the Registered Name Holder is permitted to renew or restore an expired domain name during late-renewal period or redemption period. Renewals can only be processed through AWS and you will not be able to transfer your domain name to another registrar if it is in redemption period.

7.3.6 Registrar may modify the WHOIS data to reflect a change in ownership after the Registered Name expires.

7.4 Deletion. If you disable Automatic Renewal, or if Automatic Renewal is not available for your Registered Name, or as of the Expiration Date and if you have not made valid and final payment of all applicable registration and recovery fees by the end of the late-renewal Period, then the Registrar is required by ICANN to delete the Registered Name no later than 45 days after the Expiration Date (although some Registry Operators may require deletions earlier and some ccTLD Registry Operators may require deletions later).

7.4.1 AWS may, in certain extenuating circumstances specifically approved by ICANN for gTLDs or the Registry Operator for ccTLDs, required under a dispute policy, or mandated by a court of competent jurisdiction, renew a Registered Name without your explicit consent in order to prevent its deletion. Your failure to respond to expiration or renewal notices from AWS is not an extenuating circumstance.

7.5 TLD-Specific Rules. The Registry Operator for an individual TLD may implement specific rules which affect your ability to register, renew, and transfer Registered Names related to that TLD. These rules may allow for renewal or restoration pricing that is higher than that of initial registration or forbid the use of privacy or proxy services. You will review the specific rules relating to the TLD for your Registered Name, as available from the Registrar (the Amazon Registrar policy page, the Gandi contract page , or any other registrar AWS may use). Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by all such agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLD in which you register any domain name.

8. Default Setting.

8.1 During checkout for registration or transfer of a Registered Name, you will be prompted to choose the domain name server settings for the Registered Name.

name server settings chosen by AWS in its discretion (the "Default Setting"). AWS may, in its discretion, use one of the following Default Settings:

8.2.1 AWS may use a Default Setting that does not direct the Registered Name to any web page, causing end users to receive a "server not found" message or similar message. AWS is not obligated to direct end users to a Parking Page or other web page by default.

8.2.2 AWS may use a Default Setting that directs end users to a Parking Page. AWS has sole discretion to determine the content of the Parking Page.

8.3 When you register or transfer in a Registered Name to Amazon Registrar, you will have the option to enable or disable Private Domain Registration. The option to enable Private Domain Registration will be selected by default.

8.4 During the registration process, you will be advised of the Default Setting, which will be applied to the Registered Name in the event that you do not provide the appropriate domain name server settings for the Registered Name. The "Default Setting" is that your hosted zone will be initially populated with a basic set of domain name server settings, including four virtual name servers that will answer queries for your Registered Name. You will be charged at the then-current price applicable to those services under the AWS Customer Agreement.

8.5 If the Default Setting is not acceptable to you, you are responsible for changing the Registered Name's domain name server settings from the Default Setting. You may make changes to these settings on the Route 53 console.

9. Fees and Payment.

9.1 General Payment Terms

9.1.1 You will make all payments for the Domain Name Registration Services, according to the prices and conditions applicable at the time of the order or renewal. You must have provided AWS with valid payment information in connection with your use of the Domain Name Registration Services, and that any request to register or renew a Registered Name will not be effective unless and until payment to AWS is final.

9.1.2 You may make payments to AWS using a billing name and address separate from the names and addresses provided in the Registration Data.

9.1.3 Prices and fees for using the Domain Name Registration Services are non-refundable unless otherwise expressly noted, even if your registration of a Registered Name is suspended, terminated, or transferred prior to the Expiration Date.

9.1.4 Prices and fees for Domain Name Registration Services, including registration, renewal, and restoring a domain name in redemption period are available at the pricing page . Automatic Renewals will be billed at the prices and fees applicable on the date the Automatic Renewal occurs. Registration and renewal prices are subject to change at any time. Fees and charges for any new service or new feature of a service will be

9.1.5 AWS may charge an additional fee for Recovery Services used to recover a Registered Name that has expired due to your failure to renew your registration by the Expiration Date. Pricing for the use of Recovery Services is available on the pricing page.

9.2 Premium Domains AWS does not currently support the initial registration of Premium Domain Names. "Premium Domain Names" are any domain names for which the Registry Operator assigns non-standard or variable pricing. If you transfer a Premium Domain Name into Route 53, you must pay the non-standard fee designated by AWS, in their sole discretion, for the transfer of the domain name and any subsequent renewal of the domain name.

9.3 Automatic Renewal Payment Terms. You are solely responsible for ensuring that your payment and billing information is valid and current. AWS is under no obligation to renew your registration to the Registered Name if your payment and billing information is not current and valid. If your payment information on file with AWS is not current and valid, or if AWS is unable to finalize a transaction on the Automatic Renewal date, your Registered Name will not be automatically renewed and it will be your responsibility to effect a manual renewal in order to retain control of the Registered Name.

9.4 Taxes. All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

10. Agreement Term and Termination.

10.1 Term. The term of this Agreement will commence on the date that you first use the Domain Name Registration Service and will remain in effect so long as you continue to have a Registered Name registered through AWS or maintain an account for using the Domain Name Registration Services, unless terminated by you or by AWS in accordance with Section 10.2.

10.2 Termination by Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.

registrar the registration of all Registered Names you currently have registered using the Domain Name Registration Services.

10.3.1 You cannot transfer the Registered Name to another registrar under certain circumstances, including (A) within the first 60 days following your registration of the Registered Name for some TLDs, (B) in the event of a dispute regarding the Registered Name or its use, (C) in the event that you are not current with all payments due to AWS, or (D) in the case that your registration of a Registered Name has already expired.

10.3.2 AWS will not deny your request to transfer a Registered Name to another registrar so long as you are current with all payments due to AWS, except that AWS may deny your request as provided in Section 10.3.1 or as required by any applicable Specification or Policy.

10.3.3 You cannot delete your Registered Name under certain circumstances, including in the event of a dispute regarding the Registered Name or its use. Depending on the type of TLD the Registered Name you request to delete is in, the Registry Operator may impose restrictions and / or hold the Registered Name before releasing it for others to register. Deletion of your Registered Name for any reason will not entitle you to any refund.

10.4 Termination by AWS. AWS may terminate this Agreement for any reason by providing you 30 days advance notice. AWS may terminate this Agreement immediately upon notice to you (A) for cause, if any agreement between you and AWS is terminated by AWS for cause, or if AWS or Registrar determines you have violated the AWS or Registrar Acceptable Use Policy, (B) in order to comply with any applicable Specification or Policy, or to maintain an affiliated entity's compliance with any applicable Specification or Policy, (C) in order to comply with the law or requests of governmental entities, (D) in order to comply with the order of a court of competent jurisdiction, or (E) if we determine use of the Domain Name Registration Services by you or our provision of any of the Domain Name Registration Services to you has become impractical or unfeasible for any legal or regulatory reason. Upon termination of this Agreement the Registered Name may be subject to suspension, cancellation, assignment of control, modification of WHOIS data, deletion, or transfer to another registrar by AWS.

10.5 Effect of Termination. Upon termination of this Agreement the Registered Name may be subject to suspension, cancellation, assignment of control, modification of WHOIS data, deletion, or transfer to another registrar by AWS.

10.6 Survival of Certain Obligations. Your obligations related to your use of the Domain Name Registration Services, such as your agreement to indemnify AWS or certain other parties in relation to your use of the Domain Name Registration Services and the Registered Names, will survive the termination of this Agreement. In addition, AWS's obligations to retain your data for two years, as discussed in Section 3.8.7, and publish your data, as discussed in Section 3.1., will survive the termination of this Agreement.

11. Notices.

associated with your account. Notices we provide by posting on the AWS Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

To Us. To give us notice under this Agreement, you must contact AWS as follows: (a) by email to contracts-legal@amazon.com; or (b) by personal delivery, overnight courier or registered or certified mail to Amazon Web Services, Inc., 410 Terry Avenue North, Seattle, WA 98109-5210, Attn: General Counsel. We may update the email or physical address for notices to us by posting a notice on the Route 53 console . Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

11.2 Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

12. Privacy.

12.1 Privacy Policy. The information we collect and process under this Agreement is subject to the Amazon Web Services Privacy Policy and Amazon Registrar Policies.

12.2 Processing of DNRS Data. In addition to the legal bases provided in the Amazon Web Services Privacy Policy, AWS has a legitimate interest in processing your DNRS Data for the following purposes: (a) to enable a reliable mechanism to identify and contact the Registered Name Holder, (b) to provide the applicable Registry Operator with authoritative data to ensure data integrity and the stability and resiliency of the Domain Name System; (c) to mitigate Domain Name System abuse; (d) to verify registrant eligibility when applicable; and (e) to respond to law enforcement agencies or other legal inquiries. If you wish to learn more about how we process your DNRS data pursuant to our legitimate interest or wish to object to our use of your data for these purposes, please visit the Amazon Web Services Privacy Policy for more information and for the appropriate contact information.

13. Miscellaneous.

13.1 Publicity. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Domain Name Registration Services. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

13.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other

orders of government, acts of terrorism, or war.

13.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

13.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.5 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 12.5 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.6 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

13.7 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13.8 Governing Law; Venue. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. Any dispute between you and us relating in any way to the Domain Name Registration Services or this Agreement where you seek aggregate relief of $7,500 or more will be adjudicated in any state or federal court in King County, Washington. Except as provided in Section 6.5, you consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.9 Entire Agreement; English Language. This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you

of your DNRS Data. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.10 Representations and Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL DOMAIN NAME REGISTRATION SERVICES ARE PROVIDED TO YOU "AS IS." EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION AS AN ICANN-APPROVED DOMAIN NAME REGISTRAR IN THE INTRODUCTORY PARAGRAPH OF THIS AGREEMENT, WITHOUT ANY LIMITATION TO THE FOREGOING, WE AND OUR AFFILIATES AND BUSINESS ASSOCIATES, INCLUDING ANY REGISTRY OPERATORS, REGISTRARS, OR LICENSORS, MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.

13.11 Limitation of Liability. WE AND OUR AFFILIATES AND BUSINESS ASSOCIATES, INCLUDING ANY REGISTRY OPERATORS, REGISTRARS, OR LICENSORS, WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE DOMAIN NAME REGISTRATION SERVICES, INCLUDING AS A RESULT OF ANY (1) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (2) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (3) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA; (E) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR RENEWAL, THE TRANSFER OF THE DOMAIN NAME REGISTERED IN YOUR NAME TO AMAZON REGISTRAR OR OTHER SERVICE APPLICATION; OR (F) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES. EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

14. Reservation of Rights. AWS reserves the right to reject, suspend, place on registry-lock or hold, transfer, or cancel any Registered Name for any reason, including (i) if you breach this Agreement, (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (iii) to comply with any dispute resolution process, (iv) to enforce any of the terms and conditions set forth in any Specification or Policy, (vi) to avoid any liability, civil or criminal, on the part of AWS, Registry Operator, as well as their affiliates, subsidiaries, officers, directors and employees, (vii) to preserve the security, integrity, and stability of the TLD and/or the DNS, or (viii) to correct any mistakes made by AWS or Registry Operator in connection with a domain name registration. AWS also reserves the right to freeze, suspend, deactivate, or redirect a domain name during resolution of a dispute.

15. Definitions.

15.1 "ccTLD" means a country code Top Level Domain; for example, ".us" (United States) and ".uk" (United Kingdom).

15.2 "Domain Name Registration Services" means domain registration, renewal, and recovery services, and any related services provided by AWS and which are offered to you pursuant to the terms of this Agreement.

15.3 "Expiration Date" means the date or range of dates provided to you by AWS on which the registration of one or more of your Registered Names is scheduled to expire.

15.4 "gTLD" means a top-level domain of the DNS delegated by ICANN pursuant to a registry agreement that is in full force and effect, other than any ccTLD or internationalized domain name (IDN) country code TLD; for example, ".com" and ".org".

15.5 "ICANN" means the Internet Corporation for Assigned Names and Numbers.

15.6 "Parking Page" means a web page hosted by AWS indicating that the Registered Name is registered but has not been configured to direct end users to a specific website.

15.7 "Private Domain Registration" means the registration of a Registered Name in a manner which avoids the publication of certain Registration Data about the Registered Name Holder by providing alternate contact information such as a forwarded address.

15.8 "Proxy Registration Service" means the registration of a Registered Name via a third-party service which registers a Registered Name on the registrant's behalf and is identified as the Registered Name Holder in place of the registrant.

15.9 "Registered Name" means a domain name that is either (a) registered using the Domain Name Registration Services or (b) already registered by you and transferred to AWS using the Domain Name Registration Services.

15.10 "**Registered Name Holder**" means the person or entity listed as registrant of a Registered Name.

Registry Operator of the relevant TLD.

15.12 "Registration Data" for a Registered Name means data that Registrar is required by ICANN or the Registry Operator to collect upon registration of a domain name, including the name of the Registered Name being registered, the IP addresses of the primary and secondary name servers for the Registered Name, the corresponding names of those name servers, the identity of the Registrar, the contact information described in Section 3.2 of this Agreement, and the Expiration Date for the Registered Name.

15.13 "Registry Operator" is the person or entity then responsible, for providing Registry Services for a specific gTLD.

15.14 "Specification or Policy" means the Consensus Policies, Specifications (such as the WHOIS Accuracy Program Specification) referenced in the ICANN Registrar Accreditation Agreement, and any amendments, policies, procedures, or programs specifically contemplated by the ICANN Registrar Accreditation Agreement or authorized by ICANN's Bylaws for gTLDs and any regulations, specifications, or policies implemented or applicable to a ccTLD.

15.15 "Top Level Domain" or "TLD" means the name at the top of the domain name hierarchy; for example, ".com", ".org", ".us", and ".uk".

15.16 "WHOIS" means the public query-based access database of Registered Names and their Registered Name Holders maintained by the Registry Operator for the gTLD or ccTLD, the Registrar, and AWS.

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