

POLICIES: .MED REQUEST FOR PROPOSAL AND REGISTRATION AGREEMENT

(REGISTRY – REGISTRANT AGREEMENT)

This request for proposal and Registration Agreement (the “Agreement”) sets forth the terms and conditions of your request for proposal (“RFP”) for, registration of and use of any .med domain name. By submitting an RFP for, or otherwise applying for, registering and/or using a .med domain name, you represent that you have read and agreed to be bound by all terms and conditions of this Agreement, including any Appendices, and any rules, procedures or guidelines that are or may be published by Medistry, LLC. You acknowledge that Medistry, LLC may modify this Agreement as provided herein.

In this Agreement, except as otherwise indicated, “You”, “you”, “Your” and “your” refer to the person or entity which is submitting an RFP for, or otherwise applying for, the .med domain, and the person and/or entity which is the listed registrant of the .med domain. “We”, “we”, “Us”, “us” “Our” and “our” refer to Medistry, LLC.

1. RFP

You acknowledge that your RFP, submission or other request for registration of a .med domain name is a “Request For Proposal” for the .med domain, as such is set forth in the .med registry agreement (the “Registry Agreement”, available at <https://www.icann.org/ru/registry-agreements/details/med>), and particularly Specification 11, Sections 4(b) and (c) thereof. You further acknowledge that your RFP will be reviewed for approval by the .med Advisory Board (the “Advisory Board”), also as set forth in the Registry Agreement. Review by the Advisory Board will be in the sole discretion of the Advisory Board, and any decision of the Advisory Board is final, binding and unappealable. You further acknowledge that the Advisory Board, in its sole discretion, can promulgate additional restrictions, policies or practices regarding the RFP, registration and/or use of a .med domain, and You will be bound by all such restrictions, policies and practices.

2. Representations and Warranties

You represent and warrant that:

- (a) Your RFP was submitted via an ICANN-accredited registry operator, which has also been accredited as a .med register by Medistry, LLC;
- (b) Your RFP, registration and use of a .med domain is subject to your registrar’s registrant-registry agreement, which incorporates the terms of this Agreement;
- (c) Your RFP was submitted in compliance with the Registry Agreement;
- (d) You will comply with any decision of the Advisory Board regarding your RFP;

(e) You will claim no right or interest in the .med domain for which you submitted an RFP until and if the Advisory Board approves your RFP for the .med domain;

(f) Your purpose in (i) submitting your RFP, (ii) registering any .med domain, and (iii) using any .med domain complies with the terms of the Registry Agreement as such relates to applicants/registrants, including but not limited to Specification 11, Section 4(a) thereof, which states that the purpose of the .med top level domain is to benefit registrants, Internet users and other by, among other reasons, providing a trusted name space wherein users can come to find trusted sources for medical related information;

(g) to the best of Your knowledge and belief, neither the RFP for, application for or registration of any domain name nor the manner in which it is directly or indirectly used infringes or violates the legal rights of any third party;

(h) all information provided by You in connection with your RFP, registration and use of a .med domain name is complete and accurate and that You have full capacity and authority to enter into this Agreement.

We make no representations or warranties of any kind in connection with this Agreement.

3. Use of Your Information

As part of your RFP, you may be required to provide certain information to us, including information related to compliance with your representations and warranties set forth herein ("Information"). We reserve the right to request additional Information at any time during the RFP or during the term of registration, including information regarding your use of a .med domain such as screen shots (also "Information"). The Information will be used by us in performance of the obligations, promotion and duties of the .med registry, and may be made publicly available subject to all applicable privacy provisions, and as required by ICANN or pursuant to registry operation. You consent to the use, copying, reproduction, distribution, publication, modification, and other processing of your Information, your .med domain and any website resolving at your .med domain by us and our designees and agents in a manner consistent with our obligations under this Agreement, all applicable privacy laws and our rules, guidelines and procedures for maintaining and operating the .med registry, including promotion thereof. You consent to use of the Information for the purposes set forth above, and irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your Information by us, our designees and agents. You acknowledge that providing false, fraudulent or inaccurate Information or willfully failing to update Information promptly will constitute a material breach of this Agreement subject to the remedies set forth herein.

4. Dispute Policy

In the event of a dispute with a third party regarding your RFP, registration, or use of any .med domain name, you will submit to proceedings under ICANN's Uniform Domain Name Dispute Policy or your registrar's dispute policy, whichever is applicable.

5. Limitation of Liability

WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS THAT MAY OCCUR DUE TO OR IN CONNECTION WITH (A) ANY FAILURE TO REGISTER OR REGISTRATION OR LOSS OF REGISTRATION OF A DOMAIN NAME; (B) THE USE OF A DOMAIN NAME; (C) DELAYS OR INTERRUPTIONS OF ACCESS TO OUR REGISTRATION SYSTEM; (D) THE FAILURE TO DELIVER OR DELIVERY OR MISDELIVERY OF DATA BETWEEN YOU AND US; (E) EVENTS BEYOND OUR REASONABLE CONTROL; (F) THE PROCESSING OF ANY RFP; (G) THE PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH A DOMAIN NAME; (H) REJECTION OF YOUR RFP FOR A .MED DOMAIN NAME; OR (I) THE APPLICATION OF ANY DISPUTE OR OTHER APPLICABLE POLICY. FURTHER, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS AND LOST DATA) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM LIABILITY EXCEED THE WHOLESALE COST OF THE DOMAIN WHICH IS THE SUBJECT OF ANY CLAIM FOR DAMAGES OR OTHER COMPENSATION (AS SET BY US AT THE TIME OF YOUR PURCHASE OF, OR RFP FOR, SUCH DOMAIN NAME). IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

6. Indemnification

You agree to defend, indemnify and hold harmless us and our affiliates, business partners, directors, officers, employees and agents, from and against any and all claims, actions, losses, damages, expenses and costs, including attorneys' fees and expenses, arising out of or relating to (i) your RFP for and/or registration and/or use of any .med domain name, (ii) any breach by you of this Agreement, including the representations and/or warranties herein, or (iii) any third party claim, action, or demand related to any .med domain name or the use thereof.

7. Breach and Revocation

In the event of a breach by you of any provision of this Agreement, including representations and/or warranties herein, we shall have the right in our sole discretion to delete, cancel, revoke, suspend, place on hold or lock, transfer or modify your registration

of the domain name related to the breach (including by modifying your DNS settings), without prior notification to you and without regard to any period of time remaining in your registration term, including any future year(s) of registration you have already purchased. You acknowledge that we reserve the right to conclude that your conduct is in violation of the foregoing provisions and/or in breach of any provision of this Agreement, and we may arrive at such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded, and even if our opinion or suspicion is proven not to be well-founded. Any action taken by us under this section may be taken by us in our sole discretion, without notice to you, without any obligation to refund fees paid, and otherwise without liability to you or to any third party for any such action. You acknowledge that there are no refunds of any amounts paid for a .med domain name which is subject to the terms of this Section.

8. Governing Law

This Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of Ohio, as if the Agreement were a contract wholly entered into and wholly performed within the State of Ohio, and without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Ohio to the rights and duties of the Parties. Any action to enforce this Agreement or any matter relating to your use of a .med domain may be brought only in the United States District Court for the Northern District of Ohio (Eastern Division) or in the state courts of Cuyahoga County, Ohio, and each party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of such Courts, and courts of appeal therefrom, in connection with any such legal proceeding.

9. Modifications

You agree that we may revise, amend or modify the terms and conditions of this Agreement in our sole discretion. Any such change will be binding and effective immediately on the date on which the revised Agreement is posted on our web site, or, if notification of such changes is made available to you only by e-mail or United States mail, upon your receipt thereof. You agree to review our web site periodically to keep track of any such changes to the Agreement. If any such change constitutes a materially adverse change to you, you may request that your domain name registration be cancelled (so long as you are not in breach of this Agreement). You agree that such cancellation will be your exclusive remedy in such event, and you will receive no refund for any amount already paid for your registration. Except as otherwise expressly provided above, no provision of this Agreement may be amended or modified by you except by means of a written document signed by us.

10. Premium and Renewal Pricing

Certain domains may be designated, in our sole discretion, as premium domain names, or otherwise as non-standard pricing domains, and may be subject to variable pricing (e.g. not identical to the price of all other domain name registration renewals). You acknowledge that this Agreement provides clear and conspicuous disclosure to you that any Renewal Pricing (as such term is used in the Registry Agreement) may be variable and may be higher (or lower) than the registration price or any previous renewal price for any such domain.

11. Appropriate Actions

All .med domains must be applied for by RFP, registered and used in compliance with the terms of the Registry Agreement, this Agreement and any applicable acceptable use procedures (“AUP”).

In submitted your RFP, registering and using your .med domain, you may not:

- (a) Submit your RFP, register or use your .med domain for any purposes which are prohibited by the laws of the United States or the jurisdiction(s) in which you do business or any other applicable law.
- (b) Submit your RFP, register or use your .med domain for any purposes or in any manner which violate a statute, rule or law governing use of the Internet and/or electronic commerce (specifically including “phishing,” “hacking,” distributing Internet viruses and other destructive activities).
- (c) Submit your RFP, register or use your .med domain for unsolicited email (e.g., spam).
- (d) Submit your RFP, register or use your .med domain to promote or engage in (i) activities designed to or which defame, embarrass, harm, abuse, threaten, slander or harass third parties; (ii) unlawful activities, or activities designed to or which encourage unlawful behavior by others, such as hate crimes and terrorism; (iii) activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, or racially, ethnically, or otherwise objectionable; (iv) activities designed to impersonate any third party or create a likelihood of confusion in sponsorship, origin of products or services or identity of any party; and (v) activities designed to harm minors in any way.

You are responsible for the registration and usage of your .med domain at all times during your RFP and the period of your registration, including instances wherein you have licensed usage to a third party or otherwise allowed third party usage of your .med domain. Third party usage will be dealt with as if it was your usage.

We have complete enforcement rights over your RFP, registration and use of your .med domain name.

Any violation of this Section will put you in material breach of this Agreement, and along with all other rights and remedies we have under this Agreement with respect to such a breach, we reserve the right to revoke, suspend, terminate, cancel or otherwise modify your rights to your domain name.

By “use,” “usage” or “using” your domain name we mean any use involving the Internet, including but not limited to website(s) and/or any pages thereof resolving at your domain, either directly or indirectly (including redirection, framing, pop-up windows/browsers, linking, etc.) and email distribution and/or reception.

12. Miscellaneous

This Agreement, together with all amendments or modifications, constitutes the complete and exclusive agreement between you and us regarding the subject matter hereof, and supersedes and governs all prior proposals, agreements, or other communications.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. Our failure to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and such provision will be amended or construed so as to render it valid and enforceable and achieve, to the greatest extent possible, the objectives and intent reflected in the original provision. The provisions of Sections 1 through 12 of this Agreement shall survive the termination or other expiration of this Agreement.

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