

.NOW REGISTRATION POLICY

Last updated: July 1, 2024

Your application, maintenance, or renewal of a .NOW Domain Name means you accept the terms and conditions of this .NOW Registration Policy ("Policy").

We may change or revise this Policy at any time without notice to you. Changes or revisions to this Policy will be effective immediately after we post them on our website.

DEFINITIONS

This Policy contains words and phrases that have specific meanings. If we capitalize a word or phrase in this Policy and do not define it, you can find the definition in the Registry Agreement between ICANN and Registry Operator for the .NOW TLD effective June 25, 2015 (the ".NOW Registry Agreement").

"ICANN" means the Internet Corporation for Assigned Names and Numbers. More information about ICANN is available at www.icann.org.

".NOW" means the .NOW TLD.

".NOW Domain Name" means a domain name applied for and registered in the .NOW TLD under this Policy.

"Registrar" means an ICANN-accredited registrar that is authorized to register .NOW Domain Names under our Registry-Registrar Agreement for the .NOW TLD.

"Registry Operator" (or "we" or "us" or "our") means Amazon Registry Services, Inc.

"Registry Services Provider" means Nominet UK, the entity providing back-end technical services for the .NOW Registry.

"Two-Letter Code" means a letter/letter two-character ASCII label at the second level which corresponds to a two-letter country code as specified in the ISO 3166-1 alpha-2 standard.

REGISTRATION TERMS AND CONDITIONS

Your application, maintenance, or renewal of a .NOW Domain Name means that you accept and agree to the following terms and conditions of this Policy:

- You are of legal capacity and authority to agree to be bound by this Policy and to enter into a .NOW Domain Name registration agreement with a Registrar;

- Registration of a .NOW Domain Name provides you with a temporary, revocable, and non-transferrable license to register that domain name, and you agree that we may monitor or analyze any website or other online presence you associate with a .NOW Domain Name;
- Registration data requirements require you to provide your complete, accurate, and current contact details in order to register, maintain, and/or renew a .NOW Domain Name registration. We will publish WHOIS registration data and may provide it to third parties in accordance ICANN policy and applicable law;
- You will promptly update your contact details by updating them with your Registrar and certify their accuracy annually. We reserve the right to periodically verify your contact details, and to cancel, suspend, or revoke your .NOW Domain Name for any non-compliance with this Policy including your obligation to provide accurate and current contact details. You agree to indemnify and hold us harmless for any communication failure caused because you provided inaccurate contact details.
- You agree to the renewal pricing disclosed by your Registrar at the time of initial registration.
- You acknowledge and agree to our Acceptable Use and Anti-Abuse Policy, which is accessible at <https://www.registry.amazon/>. You also agree to submit to challenges filed under and to abide by the outcome of (i) the Uniform Domain Name Dispute Resolution Policy (“UDRP”), which is accessible at <https://www.icann.org/resources/pages/help/dndr/udrp-en>; and (ii) the Uniform Rapid Suspension system (“URS”), which is accessible at <http://newgtlds.icann.org/en/applicants/urs>.
- By applying for, maintaining, or renewing a .NOW Domain Name, you agree to use any security protocols we deem appropriate.
- By applying for, maintaining, or renewing a .NOW Domain Name which consists of a Two-Letter Code, you represent that you will take steps to ensure against misrepresenting or falsely implying that you or your business or organization is affiliated with the corresponding government or country-code manager, if such affiliation, sponsorship, or endorsement does not exist.

.NOW DOMAIN NAME REQUIREMENTS

Each .NOW Domain Name must meet all of the following criteria:

- It *must be* at least 1 character; contain only numbers (0-9), letters (a-z), and hyphens, or any combination of these elements; start and end with an alphanumeric character; and comply with any additional rules and policies we have set for the .NOW TLD.
- It *must not be* more than 63 characters; start or end with a hyphen; be a Reserved Name as we define those below; and must not include a hyphen in both the third and fourth position unless it represents a valid Internationalized Domain Name in its ASCII encoding.

- A valid Internationalized Domain Name must be in a language script that we support.

RESERVED NAMES, BLOCKED NAMES, PREMIUM NAMES

We may withhold, allocate to ourselves, restrict, or block certain domain names from registration. We will reserve (withhold from registration or allocate to ourselves) names that we must or may reserve under Specification 5 to the .NOW Registry Agreement (“Reserved Names”). We may reserve certain premium names for our later release at our sole discretion (“Premium Names”). Finally, at our sole discretion, we may block certain names from registration (“Blocked Names”).

ALLOCATION

We will allocate .NOW Domain Names on a first-come, first-served basis. We will allocate the .NOW Domain Name applied for under this Policy unless (i) the applied-for .NOW Domain Name does not meet the .NOW Domain Name Requirements; (ii) the applied-for .NOW Domain Name is unavailable; (iii) the applied-for .NOW Domain Name is a Reserved Name, Blocked Name, or Premium Name; or (iv) Registrar’s ability to submit applications under this Policy has been suspended under the Registry-Registrar Agreement between us and Registrar. We may release and allocate Reserved Names that contain trademarks on a first-come, first-served basis to any registrant that demonstrates to the Registrar that it has trademark rights that identically match the applicable Reserved Name.

At the end of the .NOW Domain Name registration period, the Registrar may renew your .NOW Domain Name if you and the Registrar have agreed to a standing renewal order. The Registrar will collect any applicable renewal fees from you. If you no longer want to maintain your .NOW Domain Name, please contact the Registrar to cancel the registration. If you cancel your .NOW Domain Name, we are not obligated to make that domain name available for your future registration.

You may instruct an agent or representative to act on your behalf to register a .NOW Domain Name. We consider all instructions from a duly authorized agent or representative to be given by you. We are not liable for any losses suffered in connection with our acting on these instructions.

ABUSE PREVENTION AND MITIGATION

We will not tolerate abusive or malicious conduct in the .NOW TLD, and we will monitor the .NOW TLD to prevent this conduct. We have an Abuse Point of Contact for handling complaints or concerns about abusive or malicious conduct. Our Acceptable Use and Anti-Abuse Policy, which you’ve agreed to by registering, maintaining, or renewing a .NOW Domain Name, describes abusive use of a .NOW Domain Name. If this Policy and the currently posted

Acceptable Use and Anti-Abuse Policy conflict, the Acceptable Use and Anti-Abuse Policy for .NOW prevails. You can find the Acceptable Use and Anti-Abuse Policy at <https://www.registry.amazon/>.

We or our Registry Services Provider may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when we receive written evidence of their presence in connection with malicious conduct.

We may suspend or lock, or initiate a rapid takedown process of, your .NOW Domain Name, pending resolution of a suspected violation, if it appears that a .NOW Domain Name (i) is being used to threaten the stability or security of the .NOW TLD; or (ii) is part of a real-time investigation by law enforcement. We may also do so if we determine it is necessary to further our efforts aimed at abuse prevention and mitigation and may ask the Registrar to take similar action.

We may ask the Registrar to cooperate in locking, suspending, placing on hold, or deleting a .NOW Domain Name if a rapid takedown process is initiated. We may place a .NOW Domain Name on “ServerHold” or any other status we believe is necessary or appropriate.

We will take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that is alleged to cause confusion with the corresponding country code in connection with the use of a Two-Letter Code. In responding to such reports, we are not required to take any action in contravention of applicable law. We reserve the right, but do not assume the obligation, to temporarily or permanently deny, suspend, or cancel any .NOW Domain Name after such investigation.

Please direct all inquiries related to alleged abusive or malicious conduct in the .NOW TLD, including alleged inaccurate WHOIS information and violations of the Acceptable Use and Anti-Abuse Policy, to the .NOW Abuse Point of Contact. Please send notices to the .NOW Abuse Point of Contact and any other notices as follows: (i) by email to: registry-abuse@amazon.com, (ii) by mail to: Amazon Registry Services, Inc., 410 Terry Avenue North, Seattle, WA 98109 USA, or (iii) by courier to: Amazon Registry Services, Inc., 601 Monster Rd. SW, SEA40-Doppler–registry-abuse@, Renton, WA 98057 USA.

DATA AND PRIVACY

By applying for, maintaining, or renewing a .NOW Domain Name, you agree to our Privacy Notice found at <https://www.registry.amazon/>.

You agree to our registration data requirements, which require you to provide your complete, accurate, and current contact details in order to register, maintain, or renew a .NOW Domain Name. You also agree that we may publish these contact details or provide them to third parties under our contractual obligations to ICANN, as set out in our Privacy Notice, or in accordance with applicable law.

You also agree that ICANN may conduct WHOIS registration data verification and checks to identify registrations with deliberately false, inaccurate, or incomplete WHOIS registration data. The Registrar may contact you to ask for accurate and complete WHOIS contact information.

APPLICABLE LAW AND DISPUTES

By applying for, maintaining, or renewing a .NOW Domain Name, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Policy and any dispute of any sort that might arise between you and us.

Any dispute or claim relating in any way to your registration, maintenance, or renewal of a .NOW Domain Name and us will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Policy as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

LIMITATION OF LIABILITY AND INDEMNITY

In no event will we be liable to you for any loss of data, loss of profits, cost of cover, or other special, incidental, consequential, indirect, punitive, exemplary, or reliance damages arising

from or in relation to this Policy. In no event will our liability for direct damages under or in relation to this Policy exceed a sum equal to one hundred percent (100%) of the total .NOW Domain Name registration fees paid by you.

You will defend, indemnify, and hold harmless us and our Affiliates, and our/their respective officers, directors, advisers, agents, employees, representatives, successors, and assigns from and against any loss, damage, judgment settlement, expense, interest, and any other liability related to or arising out of or in connection (a) your breach of this Policy; or (b) any claim relating to the infringement of a third party's intellectual property rights due to your registration or use of a .NOW Domain Name.

GENERAL TERMS AND CONDITIONS

If any provision, or part of a provision, of this Policy is found to be illegal, invalid, or unenforceable, that provision or part-provision is deemed not to form part of this Policy. The validity or enforceability of the remainder of this Policy will not be affected, unless otherwise required by operation of applicable law.

This Policy, and the Acceptable Use and Anti-Abuse Policy which is incorporated by reference, constitutes the entire agreement between you and us in relation to the registration and use of a .NOW Domain Name, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature, whether oral or written.

Our waiver of a breach of any provision of this Policy is not and will not be interpreted as a waiver of any other or subsequent breach.

Notwithstanding any translated versions of this Policy that we may post on our website for the .NOW TLD, the English language version of this Policy is the official version. In the event of any conflict or discrepancy between any translated version of this Policy and the English language version, the English language version controls. We will provide notices and other communications under this Policy in the English language.

RESERVATION OF RIGHTS

We reserve the right to reject a .NOW Domain Name application or to delete, revoke, cancel, suspend, or transfer a .NOW Domain Name registration (i) to protect the integrity and stability of our operation or the security and stability of the internet; (ii) to correct errors made in connection with a registration by the Registrar or us; (iii) to enforce ICANN requirements and our policies; (iv) that is not supported by accurate and complete information; (v) to abide by applicable laws, regulations, or policies; or any order or decision by a court or administrative authority of competent jurisdiction; (vi) as provided in the Registrar's terms and conditions or the Registry-Registrar Agreement between us and Registrar; (vii) to establish, assert, or defend the legal rights of us or a third party or to avoid liability by or damage to us; or (viii) as otherwise deemed necessary by us. Please direct questions to tld-support@amazon.com.