



## **.MOI REGISTRATION POLICY**

Your application, maintenance or renewal of a .MOI Domain Name means you accept the terms and conditions of this .MOI 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 for the .MOI TLD.

### **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 .MOI TLD effective December 18, 2014 (the “.MOI Registry Agreement”).

“Eligibility Criteria” means the specific requirements that you must meet to be eligible to register a .MOI Domain Name.

“ICANN” means the Internet Corporation for Assigned Names and Numbers. More information about ICANN is available [www.icann.org](http://www.icann.org).

“.MOI” means the .MOI TLD.

“.MOI Domain Name” means a domain name applied for and registered in the .MOI TLD under this Policy.

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

“Registry Operator” (or “we” or “us”) means Amazon Registry Services, Inc.

“Registry Services Provider” means Neustar, Inc., the entity providing back-end technical services for the .MOI 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.

## ELIGIBILITY CRITERIA

You may register, maintain and renew a .MOI Domain Name only if you meet the Eligibility Criteria. You agree that you will register and use your .MOI Domain Name to promote and celebrate the French language in accordance with the mission and purpose of the .MOI TLD.

## REGISTRATION TERMS AND CONDITIONS

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

- You meet the .MOI Domain Name Eligibility Criteria;
- You are of legal capacity and authority to agree to be bound by this Policy and to enter into a .MOI Domain Name registration agreement with a Registrar;
- Registration of a .MOI 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 .MOI Domain Name;
- Our WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to register, maintain, and/or renew a .MOI Domain Name registration. We will publish WHOIS data and may provide it to third parties;
- You will promptly (within 48 hours of any change) update your contact details by sending us a written notification and certify their accuracy annually. We reserve the right to periodically verify your contact details, and to cancel, suspend, or revoke your .MOI Domain Name for any non-compliance with this Policy including your obligation to provide accurate and current contact details and to remain compliant with the Eligibility Criteria. You agree to indemnify and hold us harmless for any communication failure caused because you provided inaccurate contact details.
- You acknowledge and agree to our Acceptable Use Policy, which is accessible at [www.nic.moi](http://www.nic.moi). 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 .MOI Domain Name, you agree to use any security protocols we deem appropriate.
- By applying for, maintaining or renewing a .MOI 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.

## **.MOI DOMAIN NAME REQUIREMENTS**

Each .MOI 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 .MOI 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 the third or 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 .MOI 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 .MOI Domain Names on a first-come, first-served basis. We will allocate the .MOI Domain Name applied for under this Policy unless (i) you do not meet the .MOI Domain Name Eligibility Criteria; (ii) the applied-for .MOI Domain Name does not meet the .MOI Domain Name Requirements; (iii) the applied-for .MOI Domain Name is unavailable; (iv) the applied-for .MOI Domain Name is a Reserved Name, Blocked Name, or Premium Name; or (v) Registrar’s ability to submit applications under this Policy has been suspended under the Registry-Registrar Agreement between us and Registrar.

At the end of the .MOI Domain Name registration period, the Registrar may renew your .MOI 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 .MOI Domain Name, please contact the Registrar to cancel the registration. If you cancel your .MOI 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 .MOI 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 .MOI TLD, and we will monitor the .MOI 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 Policy, which you’ve agreed to by registering, maintaining or renewing a .MOI Domain Name, describes abusive use of a .MOI Domain Name. If this

Policy and the currently posted Acceptable Use Policy conflict, the Acceptable Use Policy for .MOI prevails. You can find the Acceptable Use Policy at [www.nic.moi](http://www.nic.moi).

We or our Registry Services Provider may remove orphan glue records (see [www.icann.org/en/committees/security/sac048.pdf](http://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 .MOI Domain Name, pending resolution of a suspected violation, if it appears that a .MOI Domain Name (i) is being used to threaten the stability or security of the .MOI 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 .MOI Domain Name if a rapid takedown process is initiated. We may place a .MOI 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 .MOI Domain Name after such investigation.

Please direct all inquiries related to alleged abusive or malicious conduct in the .MOI TLD, including alleged inaccurate WHOIS information and violations of the .MOI Acceptable Use Policy, to the .MOI Abuse Point of Contact. Please send notices to the .MOI Abuse Point of Contact and any other notices by e-mail to: [moi-abuse@amazon.com](mailto:moi-abuse@amazon.com), or by mail to: Amazon Registry Services, 410 Terry Avenue North, Seattle, WA 98109 USA.

## **DATA AND PRIVACY**

By applying for, maintaining or renewing a .MOI Domain Name, you agree to our Privacy Policy found at [www.nic.moi](http://www.nic.moi).

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

You also agree that ICANN may conduct WHOIS verification and checks to identify registrations with deliberately false, inaccurate or incomplete WHOIS 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 .MOI 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 .MOI 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](http://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 Amazon's liability for direct damages under or in relation to this Policy exceed a sum equal to one hundred percent (100%) of the total .MOI 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.

## **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 Policy which is incorporated by reference, constitutes the entire agreement between you and us in relation to the registration and use of a .MOI 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 .MOI 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 (i) periodically verify that you meet .MOI Domain Name Eligibility Criteria; and (ii) suspend, cancel, revoke, or take any other action we deem necessary if we determine that your registration and/or use of a .MOI Domain Name violates these Eligibility Criteria. Please direct questions to [moi-customer-support@amazon.com](mailto:moi-customer-support@amazon.com).

We reserve the right to reject a .MOI Domain Name application or to delete, revoke, cancel, suspend or transfer a .MOI 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.