

Service Agreement

Terms of Service

1) DESCRIPTION OF SERVICES

The American Registry for Internet Numbers ("ARIN") provides you, the web account registrant and each organization on whose behalf you have the legal authority to act (each an "Authorized Organization" and collectively, the "Registrant") with the online ability to manage account information including but not limited to point of contact, organization and financial information, Internet number resources, and WHOIS records, and to submit Internet number resources requests (the "Account Service") through our secure website (the "Secure Site"). In addition, ARIN may offer other web- based services (the "Other ARIN Services"; together with the Account Service, the "Services"), which may include but are not limited to services such as allowing the Registrant to vote in elections for the Board of Trustees and offering forums for discussion of various issues related to ARIN. In order to provide the Services, ARIN may need to send the Registrant certain communications, such as service announcements, administrative messages and other information. These communications are considered part of the Services and are necessary to ARIN's provision of the Services, and the Registrant may not opt out of receiving them. In addition, in order to access the Services, the Registrant must have access to the Internet and related equipment and/or software, which is the responsibility of the Registrant to obtain at its own expense. ARIN reserves the right to expire account sessions that are inactive for an extended period of time.

ARIN reserves the right to modify or discontinue any of the Services or any portion thereof for any reason at any time, without notice to the Registrant. The Registrant agrees that ARIN shall not be liable to the Registrant or to any third party for any modification, suspension or discontinuance of any of the Services. ARIN may also add additional services or add features to the current Services. Unless explicitly stated otherwise, any services or new features of the current Services shall be subject to these Terms of Service ("TOS").

2) ACCEPTANCE OF TERMS

ARIN provides the Secure Site and the Services to the Registrant subject to these TOS. By signing up for and using any of the Services, the Registrant signifies its acceptance of the TOS. ARIN may update the TOS from time to time without notice to the Registrant by posting the revised TOS to the Secure Site. By continuing to use the Services after the revised TOS have been posted, the Registrant signifies its acceptance of the revised TOS. The Registrant can review the most current version of the TOS at any time at: <http://account.arin.net/public/terms-of-service>. In addition, when using any Services, the Registrant shall be subject to any additional posted guidelines or rules applicable to such Services that may be posted from time to time. All such guidelines and/or rules are hereby incorporated by reference into the TOS. These TOS do not replace, modify, diminish, or alter any executed agreements that the Registrant may have

with ARIN including but not limited to a Registration Services Agreement, Legacy Registration Services Agreement, Non-Disclosure Agreement, or an Acceptable Use Policy Agreement (together all such agreements are the "Contracts").

3) PRIVACY POLICY

ARIN's collection and use of information about the Registrant and its organizations and related documents (the "Information") are subject to ARIN's Privacy Policy. For more information, see our full privacy policy at <http://www.arin.net/about/privacy/>. By using the Services, Registrant signifies its consent to the terms of the Privacy Policy, and to the collection and use of the Information by ARIN and the transfer to and/or storage, processing and use by ARIN of the Information anywhere in the world, including but not limited to the United States.

Without limiting the foregoing, the Registrant acknowledges, consents and agrees that ARIN may access, preserve and disclose the Registrant's account information and Information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Material (as defined in Section 5 below) posted by the Registrant to the Secure Site violates the rights of third parties; (iv) respond to the Registrant's requests for customer service; (v) protect the rights, property or personal safety of ARIN, its users and the public; or (vi) provide the Services.

4) REGISTRANT OBLIGATIONS

The Services are not intended for the use of persons under the age of 18. In consideration of use of the Services, the Registrant represents that: (i) if an individual, the Registrant is of legal age to form a binding contract and is not a person barred from receiving services under the laws of the any of the jurisdictions that ARIN serves, which include the United States, Canada and many Caribbean and North Atlantic islands (click <https://www.arin.net/about/welcome/region/> for a complete list of territories); or (ii) if acting on behalf of an Authorized Organization, the Registrant represents that it has the legal authority to act for the Authorized Organization and that the Authorized Organization is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation, with the full power and authority to enter into an agreement with ARIN and to carry out the Registrant's obligations under the TOS. The Registrant also agrees to: (a) provide true, accurate, current, and complete Information as prompted by the Service's web account registration form; and (b) maintain and promptly update the web account data to keep it true, accurate, current and complete. If the Registrant provides any Information that is untrue, inaccurate, not current or incomplete, or fails to update any Information on a timely basis, or if ARIN has reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete, ARIN has the right to suspend or terminate any or all of the Registrant's accounts and refuse the Registrant any and all current or future use of the Services (or any portion thereof). Suspension of the Registrant's right to use the Services by ARIN shall not per se terminate any Contracts to which the Registrant is a party, but may constitute grounds for ARIN to do so.

The Registrant will create an account name and password and answer security challenge questions as part of the Services registration process. The Registrant is responsible for maintaining the security and confidentiality of the password, account name, and answers to challenge questions. Registrant is fully responsible for all activities that occur under Registrant's account, and each Authorized Organization is fully responsible for all activities conducted on its behalf by any Registrant authorized to act on the Authorized Organization's behalf. The Registrant agrees to: (i) protect the security and confidentiality of the Registrant's account password and answers to challenge questions; (ii) immediately notify ARIN of any unauthorized access to or use of Registrant's account or password or any other breach of security related to the Registrant's account; and (iii) exit from Registrant's account at the end of each session. ARIN cannot and will not be liable for any loss or damage arising use or misuse of the Registrant's account due to the activities of third parties outside ARIN's Control or resulting from the Registrant's failure to maintain the security and confidentiality of its account and password.

5) CONDUCT

All documentation, data, text, pictures and other materials, including but not limited to Information (collectively, "Material") provided to ARIN by the Registrant or other registrants, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Material originated. This means the Registrant, and not ARIN, is entirely responsible for all Material the Registrant uploads, e-mails, transmits or otherwise provides via the Secure Site and/or the Services. Because ARIN does not control the Material posted via the Secure Site or the Services by registrants, ARIN cannot and does not guarantee the accuracy, integrity or quality of such Material. Under no circumstances will ARIN be liable in any way for any Material, including, but not limited to, any errors or omissions in any Material, or any loss or damage of any kind incurred as a result of the use of or reliance on any Material posted, e-mailed, transmitted or otherwise made available via Secure Site or the Services.

The Registrant agrees that while using the Services, the Registrant will not:

1. upload Material that:
 - a. contains libelous, threatening, harassing, racist, or defamatory content, specifically including making legal claims of any sort about ARIN employees, agents, other members, or the Secure Site;
 - b. contains obscene, lewd, or suggestive content and or pornography;
 - c. infringes any third party's intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights;
 - d. contains the personal or proprietary information of another person or entity or otherwise invades another person's or entity's privacy or confidentiality rights;
2. impersonate any person or entity, including, but not limited to, an ARIN official or forum leader, or falsely state or otherwise misrepresent the Registrant's affiliation with any person or entity;
3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Material transmitted through the Service;
4. harm another person or entity in any way;

5. violate or possibly cause ARIN to violate any applicable law, statute, ordinance or regulation;
6. create liability for ARIN in any manner whatsoever;
7. violate these TOS;
8. make available any Material that the Registrant does not have a right to make available under any law;
9. provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by any government as a foreign terrorist organization;
10. upload any computer hardware or software, viruses, Trojan horses, worms, spyware, or any other computer programming that may interfere with the operation of ARIN's Secure Site or systems and or create or impose a large burden or load on ARIN's Secure Site or systems;
11. scan or test the vulnerability or security of ARIN's Secure Site or systems;
12. upload or insert any programming language or code into or onto ARIN's Secure Site or systems; or
13. use any type of automated method of retrieving data from the Secure Site to access, acquire, copy or monitor any portion of the Secure Site, any content, any email address or telephone number, or in any way reproduce or circumvent the navigational structure or presentation of the Secure Site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

The Registrant understands that the Secure Site and the Services and software embodied within the Secure Site and the Services may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by ARIN. The Registrant may not attempt to override or circumvent any of the usage rules embedded into the Site or the Services. Any unauthorized reproduction, publication, further distribution or public exhibition by the Registrant of Materials provided in connection with the Secure Site or the Services, in whole or in part, is strictly prohibited.

6) SECURITY AND RELIABILITY OF DIGITAL TRANSMISSIONS

ARIN employs standard technical security measures to aid in protecting from outside threats the Material the Registrant submits or uploads through the Secure Site in connection with the Services. However, electronic communications may not be secure or reliable, and there is a risk that information the Registrant sends to ARIN via the Services or via email may be accessed by unauthorized third parties or may not be received by ARIN. ARIN does not represent, warrant or guarantee that Material transmitted by the Registrant through the Secure Site will be protected against unauthorized access, loss, misuse or alteration. Further, ARIN does not represent, warrant or guarantee that Material sent by the Registrant through the Secure Site will be received or processed.

The Registrant is responsible for ensuring that any Material that must be provided to ARIN by a set deadline is received by ARIN on a timely basis, and ARIN is not responsible for the failure for any reason of such Material to be timely received. In the event the Services are not available on the final day of any deadline due to any issue under ARIN's exclusive control, ARIN may, in its sole discretion, allow the Registrant additional time to comply with such deadline. However, ARIN will not provide additional time to submit Material that Registrant was unable to submit on a timely basis due to a failure beyond ARIN's control, such as a failure in Registrant's equipment or Internet access. The Registrant is urged to submit Material well in advance of any deadline to help ensure the Material is received in time.

7) INTERNATIONAL NATURE OF COMMUNICATIONS WITH ARIN

The Registrant acknowledges that in using the Secure Site to send electronic communications (including but not limited to e-mail, Internet Resource Requests, point of contact information, and viewing and printing financial information), the Registrant will be causing communications to be sent through ARIN's computer networks, portions of which are located in Virginia and other locations. As a result, and also as a result of ARIN's network architecture, business practices, and the nature of electronic communications over the Internet, even communications that seem to be intrastate or interstate in nature can result in the transmission of international communications, regardless of where the Registrant is physically located at the time of transmission. Accordingly, the Registrant acknowledges that use of the Services and/or transmission of information via the Secure Site results in interstate and international usage. The Registrant agrees to comply with all local rules regarding online conduct and acceptable Material. Specifically, the Registrant agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which the Registrant resides.

8) INFORMATION SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

ARIN does not claim ownership of Material the Registrant submits or makes available for inclusion on the generally accessible areas of the Secure Site. "Generally accessible" areas of the Secure Site are those areas of the ARIN network of properties that are intended by ARIN to be available to all registrants. By posting or uploading Material to any part of the Secure Site for inclusion on the generally accessible areas of the Secure Site, the Registrant automatically grants, and the Registrant represents and warrants that it has the right to grant, to ARIN an irrevocable, perpetual, non-exclusive, transferable, fully-paid-up, worldwide license (with the right to sublicense at multiple levels) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Material for any purpose and in any format on or in connection with the Secure Site, the Services, or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Material, and to grant and authorize sublicenses of the foregoing. Even if the Material is removed from the Secure Site, ARIN may retain archived copies of the Registrant's Material and may continue to use the

Registrant's Material in connection with any Materials that were created prior to removal of the Registrant's Material, in accordance with the license described above. Nothing in this provision shall be read to affect ARIN's rights to collect and use the Registrant's Information pursuant to ARIN's Privacy Policy.

The Registrant understands that the technical processing and transmission of Registrant's Information may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

ARIN acts as a passive conduit for Material uploaded to generally accessible areas of the Secure Site, and ARIN does not control the Material posted to generally accessible areas of the Secure Site by registrants. ARIN cannot and will not evaluate and is not responsible for the accuracy, reliability, completeness, veracity or suitability of any Material uploaded to the Secure Site by third parties, or for verifying the identity of the submitting registrant. Like any information the Registrant obtains through the Internet, the Registrant should verify Material uploaded or posted by other registrants before acting upon it. ARIN is not responsible for any losses the Registrant may incur as a result of relying on Material posted or uploaded by registrants, even if ARIN was advised of the possibility of such losses. ARIN has the right, but not the obligation, to remove any Material from the Secure Site for any reason or no reason at all, in its sole discretion.

9) INDEMNITY

The Registrant agrees to indemnify and hold harmless the ARIN Parties (defined in Section 12 below) from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) Material the Registrant submits, posts, transmits or otherwise makes available on the Secure Site and/or through the Services; (ii) the Registrant's use of the Secure Site, the Services or the Materials; (iii) the Registrant's connection to the Secure Site or the Services; (iv) the Registrant's violation of the TOS; or (v) the Registrant's violation of any rights of any person or entity.

10) NO RESALE OR TRANSFER OF SERVICE

The Registrant agrees not to share, reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Secure Site, the Services or the Materials (including the Registrant's username and password), or use of or access to Secure Site, the Services, or the Materials. The Registrant may not use its account to obtain Services on behalf of any other person or entity, except Authorized Organizations. Any attempt to do so may result in the cancellation of any Services obtained through the Registrant's account and/or a cancellation of the Registrant's account.

11) TERMINATION

The Registrant agrees that ARIN may, without prior notice, terminate the Registrant's ARIN web account and access to the Secure Site and the Services. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOS or other incorporated agreements or

guidelines; (ii) requests by law enforcement or other government agencies; (iii) a request by the Registrant; (iv) discontinuance or material modification to the Secure Site or the Services (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity by the Registrant; (vii) termination of any Contracts between the Registrant and ARIN; (viii) use of the Secure Site or the Services to violate the terms of any Contracts to which the Registrant is a party; and/or (ix) engagement by the Registrant in fraudulent or illegal activities. Termination of the Registrant's ARIN account includes (a) removal of access to all offerings within the Secure Site or the Services; (b) deletion of the Registrant's password; and (c) barring of further use of the Secure Site or the Services. Further, the Registrant agree that all terminations for cause shall be made in ARIN's sole discretion and that ARIN shall not be liable to the Registrant or any third party for any termination of the web account or access to the Secure Site or the Services. Termination of the Registrant's account by ARIN does not per se terminate any Contracts to which the Registrant is a party but may constitute grounds for ARIN to do so.

12) DISCLAIMER OF WARRANTIES

THE REGISTRANT EXPRESSLY UNDERSTANDS AND AGREES THAT: THE REGISTRANT'S USE OF THE SECURE SITE AND THE SERVICES IS AT THE REGISTRANT'S SOLE RISK. ARIN PROVIDES THE SECURE SITE AND THE SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ARIN AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "ARIN PARTIES") SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ARIN PARTIES FURTHER DO NOT WARRANT THAT THE SECURE SITE OR THE SERVICES, OR ANY INFORMATION OR TOOLS OFFERED ON THE SECURE SITE OR IN CONNECTION WITH THE SERVICES, WILL MEET THE REGISTRANT'S REQUIREMENTS, WILL BE ACCURATE, COMPLETE OR CURRENT, OR WILL GIVE ACCURATE, COMPLETE OR CURRENT RESULTS; THAT OPERATION OF THE SECURE SITE, INCLUDING THE SERVICES, OR ANY INFORMATION OR TOOLS, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ANY ERRORS ON THE SECURE SITE WILL BE CORRECTED. THE ARIN PARTIES DO NOT REPRESENT OR WARRANT THAT ANY DATA THE REGISTRANT STORES ON THE SECURE SITE WILL BE SECURE, AVAILABLE OR PRESERVED. ARIN DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL CONTINUE TO BE OFFERED.

ANY MATERIAL VIEWED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT THE REGISTRANT'S OWN DISCRETION AND RISK, AND THE REGISTRANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE REGISTRANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR VIEWING OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE REGISTRANT FROM ARIN OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

13) LIMITATION OF LIABILITY

THE REGISTRANT EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL THE ARIN PARTIES BE LIABLE TO THE REGISTRANT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SECURE SITE, THE SERVICES OR THE MATERIAL; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SECURE SITE OR THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE REGISTRANT'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SECURE SITE, IN THE MATERIAL OR RELATED TO THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SECURE SITE OR THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 12 AND 13 MAY NOT APPLY TO THE REGISTRANT.

14) TRADEMARK INFORMATION

ARIN and the ARIN logo are trademarks of ARIN Inc. The Registrant may not use or display the ARIN's trademarks in any manner without ARIN's prior written permission.

15) LINKS TO OTHER SECURE SITES

This Secure Site may contain links to other sites, which are provided solely as a convenience to the Registrant, or which are provided by other registrants. ARIN is not responsible for the availability of external sites or resources linked to the Secure Site, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Transactions that occur between the Registrant and such third-party sites are strictly between the Registrant and the third party and are not the responsibility of ARIN. Because ARIN is not responsible for the availability or accuracy of these outside resources or their contents, the Registrant should review the terms and conditions and privacy policies of these linked sites, as their policies may differ from ARIN's.

16) DMCA NOTICES

It is ARIN's policy to promptly respond to claims of copyright infringement. If you believe that a copyrighted work that you own is accessible on this Secure Site without your permission, you may notify our registered copyright agent by sending the following information to the address listed below:

1. The signature of a person authorized to act on behalf of the owner of the copyright. This signature can be physical or electronic.
2. A statement that this person is authorized to act on behalf of the copyright owner.
3. A statement that this person has a good faith belief that the use of the material in the complained-of manner is not authorized either by the copyright owner, by the owner's agent, or by law;
4. A description of the copyrighted work that you claim has been infringed, and a description of where the allegedly infringing material is located on the Secure Site; and
5. Your address, telephone number, and e-mail address.

Please put "Notice of Infringement" in the subject line of all such notifications, and send the notification to: copyright@arin.net.

17) CONTRIBUTIONS TO ARIN

The Registrant is welcome to send suggestions and feedback to ARIN regarding the Secure Site and the Services. However, the Registrant should be aware that any ideas, suggestions comments or proposals the Registrant sends to ARIN (collectively, "Submissions") are non-confidential and shall become the sole property of ARIN. ARIN shall own all rights therein, including all intellectual property rights. ARIN shall be entitled to use and/or disseminate the Submissions in any manner and for any purpose whatsoever, commercial or otherwise, without compensation or credit to the Registrant.

18) GOVERNING LAW; VENUE AND JURISDICTION

The TOS and the relationship between the Registrant and ARIN shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of law provisions. The Registrant hereby consents to submit to the exclusive jurisdiction of federal and/or state courts with appropriate jurisdiction located within the City of Alexandria or the County of Fairfax, Virginia for any dispute arising from or related to, in whole or in part, these TOS, the Secure Site or the Services.

19) ENTIRE AGREEMENT

The TOS and any additional terms of service associated with any of the Services constitute the entire agreement between the Registrant and ARIN regarding the Registrant's use of the Services, superseding any prior TOS agreements between the Registrant and ARIN with respect to the Services. The Registrant also may be subject to additional terms and conditions that may

apply when the Registrant uses, engages or contracts certain other ARIN services, affiliate services, third- party Material or third-party software. Notwithstanding the foregoing, nothing in these TOS shall be read to limit or revise the terms of any Contracts to which the Registrant and ARIN are parties.

20) MISCELLANEOUS

1. **Waiver and Severability.** The failure of ARIN to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.
2. **No Third Party Beneficiaries.** The Registrant agrees that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to these TOS.
3. **Assignment.** The Registrant agrees that the Registrant's ARIN web account may not be assigned or transferred without ARIN's prior written consent, including to an heir or successor in interest. Any rights the Registrant has in Registrant's ARIN web account shall terminate upon the Registrant's death or dissolution.
4. **Statute of Limitations.** The Registrant agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Secure Site, the Services or the TOS must be filed, in the Commonwealth of Virginia, within one (1) year after such claim or cause of action arose or be forever barred.

21) VIOLATIONS

Please report any violations of the TOS to compliance@arin.net.