

## **Privacy Policy**

### **Effective October 28, 2024**

Nissi Reseaux (“we,” “us,” or “nissireseaux.com”) is committed to protecting the personal information of our customers and visitors who use our websites, products, or services (collectively, our “Users”). This privacy policy outlines how your personal information is collected, shared, and used by us.

### **Information Covered by This Privacy Policy**

- This privacy policy covers personal information, including any information we collect, use, and share from you, as described further below. It applies to all nissireseaux.com websites, our products and services, and our mobile applications (collectively, the “Services”). Please note that this privacy policy does not cover how our Users may use or share data they collect using our services.
- When you purchase a Service from us, your personal information will be collected, used, and shared in accordance with this privacy policy and the following addendums related to specific products and services offered by Whois.com, which are incorporated into this policy.

### **Our General Conditions**

This Registration Agreement ("Agreement") outlines the terms and conditions for the use of our domain name registration services (the "Services") by the Applicant, Registrant, Beneficiary, Customer, and User (collectively referred to as "you"). It also governs your registration of the domain name (the "Registration").

Your electronic acceptance of this Agreement confirms that you have read, understood, and agree to all terms and conditions of this Agreement, as well as any agreement referencing it, our **Privacy Policy**, the incorporated Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System (URS), which can be found at **ICANN UDRP** and **ICANN URS**. Additionally, you agree to any alternative Dispute Resolution Policies offered by the Registries, the Online Pharmacy Policy, and Online Pharmacy Investigation Procedures included in this Agreement, along with registry policies, ICANN policies, and any other rules or policies that may be published by us (the "Dispute Policy") from time to time. The operative and effective version of this Agreement will be the latest version available at Registration Agreement.

- By submitting a domain for Registration, you warrant that you have the authority and legal capacity to enter into this Agreement.
- By subscribing to any third-party services through our Website, you agree to comply with the applicable policies and terms of use of such third parties.
- Except when expressly stated in writing by us, this Agreement, along with any specific agreement between you and us, supersedes any other written (including digitized/computerized), oral agreement, or agreement by conduct.
- Wherever this Agreement uses masculine, feminine, or neuter gender, it will be construed to include all genders. Similarly, singular terms will be deemed to include the plural, and vice versa, as the context requires.
- This Agreement will become effective upon the date of your electronic acceptance. We may, at our sole discretion, accept or reject your Registration application (the "Application"). Rejection may include, but is not limited to, requests for Registration of prohibited domains.

## 1. COMPANY ABSTRACT, REGISTRATION, AND DISPUTE

**a. Time Registration Effective.** All Registrations we process for the applicable TLDs are not effective until we have successfully delivered the required Registration information you provide to the registry administrator (the "Registry") for the relevant TLDs, and such Registry permanently puts your Registration into effect.

**b. No Responsibility for Registry's Actions.** While we take great care in processing your orders, you agree that we are not liable for any errors, omissions, or actions by the Registry or intermediary third parties related to your Application or the receipt of, or failure to receive, a Registration.

**c. Domain Disputes.** You agree that if a third party challenges your use of our Services, you will be subject to the provisions specified in the Dispute Policy. Note that a challenge under the Dispute Policy is separate from any third-party complaint and investigation made through our Online Pharmacy Abuse Email Address, as outlined in our Online Pharmacy Policy (discussed in Section 6).

**d. Judicial and Administrative Proceedings.** If we are notified of a proceeding initiated with a judicial or administrative body regarding your domain and/or your use of our Services, you agree not to make any changes to your domain record without our prior written approval. We may, at our sole discretion, restrict changes to your domain record until: (i) directed by the judicial or administrative body; or (ii) we receive notification from you and the opposing party that the dispute has been resolved. Additionally, if you are involved in litigation regarding your Registration and use of our Services, we may deposit control of your domain record with the registry of the judicial body by providing a registrar certificate.

**e. Indemnification.** You agree to indemnify, defend, and hold harmless our company, the Registry, **ICANN**, their respective parent companies and subsidiaries, and all of their executives, directors, officers, attorneys, managers, employees, consultants, contractors, and agents from any and all claims, damages, liabilities, costs, and expenses (including legal costs) arising from your Registration. This indemnification obligation will survive the termination or expiration of this Agreement for any reason.

**f. Lawsuit.** If we are sued or threatened with a lawsuit in connection with Services provided to you, you agree to indemnify us and hold us harmless from all claims and expenses (including attorney's fees and court costs) related to such lawsuit. In such cases, you agree to obtain a performance bond from a reputable bonding company upon demand, or if unable to do so, deposit funds with us to cover our anticipated expenses. This deposit will be drawn down as expenses are incurred. We are not obligated to extend credit for these expenses and may terminate your Services if you fail to make or renew the deposit. Any unused deposit will be returned upon the conclusion of the matter.

## 2. FEES

**a. Your Obligation.** You, or the reseller ("Reseller") acting on your behalf, are responsible for paying all fees associated with the Services provided by us. It is solely your responsibility to ensure that renewal fees are paid to us on time.

**b. Payment & Deadline.** Payments must be made by credit card or another method we authorize or indicate in the Registration renewal form ("Renewal Form"). If you fail to pay the fees by the specified due date, we have the right to terminate your Registration at our sole discretion. You agree that we will have no liability for any such termination.

**c. Fees Non-Refundable.** All fees, including but not limited to Pre-Registration fees, are non-refundable, in whole or in part, even if your Registration is suspended, terminated, or transferred before the end of your current Registration term. All Pre-Registration fees are also non-refundable.

**d. Fee Changes.** We reserve the right to change fees, surcharges, and renewal fees, as well as to institute new fees at any time, for any reason, at our sole discretion. The fees applicable at the time of order execution will apply.

**e. Actual Payment Required.** Your requested domain will not be registered, pre-registered, or renewed unless we receive actual payment for the Registration, Renewal, or Pre-Registration fee, or at least reasonable assurance of payment from another entity (as determined at our sole discretion). For Pre-Registration Services, Registration will not be granted if we do not receive payment.

**f. Credit Card Chargeback.** In the event of a chargeback by a credit card company (or similar action by another approved payment provider) concerning the payment of your Registration fee, you agree that the Registration will be transferred to us as the paying entity for that Registration to the Registry. You also agree that we reserve all rights regarding such Domains, including the right to make them available to other parties for purchase. We may reinstate your Registration at our sole discretion, subject to the receipt of the initial Registration or renewal fee and any applicable reinstatement fee.

**g. Outstanding Fees/Charges.** You are responsible for the full and prompt payment of any outstanding fees and/or charges, regardless of the termination or expiration of this Agreement for any reason.

### **3. DOMAIN OWNERSHIP**

Ownership of Domain. You understand and acknowledge that the Registrant also referred, as Registered Name Holder, whose name is on record, will have sole legal ownership of the Domain. It is your sole responsibility and not that of Internet Domain Services BS Corp. in any way, to ensure that the proper Registrant name and information is recorded, and updated if necessary.

### **4. CHANGES TO THE AGREEMENT**

You agree that we may modify this Agreement, or any other related and/or applicable agreement, as is necessary to comply with requirements established by the Internet Corporation for Assigned Names & Numbers ([www.icann.org](http://www.icann.org)), such as the Registrar Accreditation Agreement, consensus policies ([www.icann.org/resources/pages/consensus-policies-2012-02-25-en](http://www.icann.org/resources/pages/consensus-policies-2012-02-25-en)), Registries or any other entity or individual, as well as to adjust to changing circumstances. Your continued use of the domain registered to you will constitute your acceptance of this Agreement with any new change. If you do not agree to any such change, you may request that your Registration be cancelled or transferred to a different domain registrar. You agree that such cancellation or request for transfer will be your exclusive remedy if you do not wish to abide by any change to this Agreement, or any other related and/or applicable agreement.

## **5. REGISTRATION INFORMATION, USE & LIMITATIONS**

a. Required Information. As part of the Registration process, you must provide certain information and promptly update the information to keep it true, correct, accurate, current, and complete. You must provide the following information when registering your Domain:

(i) The full legal name and postal address, email address, voice telephone number and fax number if available of the Registrant (the domain owner/holder), even if you use Private Whois (Domain Privacy) service; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation;

(ii) The domain being registered;

(iii) (if applicable) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the administrative contact for the Domain;

(iv) (if applicable) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the technical contact for the Domain;

(v) (if applicable) The full legal name, postal address, email address, voice telephone number, and, when available, fax number of the billing contact for the Domain;

(vi) The IP addresses of the primary nameserver and any secondary nameserver for the Domain, if required;

(vii) The corresponding names of those nameservers, if required;

(viii) Any remarks concerning the domain that should appear in the Registration directory;

(ix) Any other data that any Registry may require to be submitted to it, including, specific information regarding the primary purpose for which a domain is registered.

(x) Please note that we will verify the email address of the Registered Name Holder (and the account holder, if different) at the point that a domain name is created, updated or moved into our management. This will be done within fifteen (15) days of your request. If verification fails, the domain name is suspended (for Registered Name Holder), or the account is suspended or removed from the existing DNS (for account holder). In case we already have verified this data previously it is in our sole discretion to re-verify the email address.

b. Information about Third Parties. If you provide information about a third party, you hereby represent that you will have: (i) provided prior written notice to the third party of the disclosure and use of that party's information; and (ii) obtained the third party's express prior written and informed consent to the disclosure and use of that party's information.

c. Failure to Provide Proper Information. You acknowledge that if you provide any inaccurate information, or fail to update information promptly at least within seven (7) days of any change, you will be in material breach of this Agreement, which will be sufficient cause for termination of your Registration. You further agree that your failure to respond within at least fifteen (15) days to inquiries made by us to the email address of your Registrant, administrative, billing, or technical contact supplied to us concerning the accuracy of any information related to your Registration will constitute a material breach of this Agreement, which will be sufficient cause for immediate suspension or termination of your Registration.

d. Enforcement of Accurate Registrant Data. We reserve the right to accept written complaints from third parties regarding false and/or inaccurate data of Registrants and follow any other procedures set forth in any agreement we have with a particular Registry and/or ICANN.

e. Disclosure & Use of Registration Information. You agree that we may make your Registration information available to ICANN, Registry and the Registrar and their respective designees and agents and to any other third party as ICANN and applicable laws may require or permit. You further agree and acknowledge that we may make publicly available, or directly available to third party vendors, some or all of your Registration information for the purposes of inspection (such as through our WHOIS Service) or for other purposes as required or permitted by ICANN and applicable laws. Please also refer to our Privacy Policy.

f. Registrar Privacy Services. We may implement privacy services to comply with applicable laws, which protect personal identifiable data from public display in the WHOIS. Registries may also implement Registry privacy services, which may limit collect and display of personal data from publication in the public WHOIS. If you wish to ensure your data is published in the public WHOIS, we may have to have expressed and verified consent from you and the Registrant, if applicable and available.

g. Government Use of Information. You understand and agree that the Government of the Commonwealth of the Bahamas shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in

any manner and for any purpose whatsoever and to have or permit others to do so, all Data provided by you/Registrant. "Data" means any recorded information, and includes, without limitation, technical data and computer software, regardless of the form or the medium on which it may be recorded.

h. ICANN Guidelines & Requirements. You agree that ICANN may establish guidelines, limits, and/or requirements that relate to the amount and type of information that we may or must make available to the public or to private entities, and the manner in which such information is made available. You also agree and consent to any and all such disclosures, uses, guidelines, limits, and restrictions related to your Registration information (including, without limitation, any and all updates to such information), whether during or after the term of your Registration. You hereby irrevocably waive any claims and causes of action you may have arising from such disclosure or use of your Registration information by us.

i. Access to your Registration Information. You may access your Registration information, which is in our possession to review, modify, or update such information. You can access your Registration information by accessing our Account Management On-Line Forms, or similar interface, made available at our website.

l. We will facilitate any updates requested by you/Registered Name Holder to the data elements listed in Subsections 5a (vi), 5a (vii) and 5a (ix). The updated data elements shall be submitted to the Registry Database operated by the relevant Registry operator.

## 6. ONLINE PHARMACY POLICY

### a. Definitions.

- **"Online Pharmacy"**: A website that sells or facilitates the sale of drugs (e.g., prescription medicines).
- **"Applicable Laws"**: The laws and regulations of (a) the jurisdiction where the online pharmacy dispenses drugs from and (b) the jurisdiction where the online pharmacy offers to dispense or ship drugs.

## **b. Abuse Policy.**

Domain names registered with NissiReseaux may not be used to facilitate the sale of drugs in violation of Applicable Laws. This includes, but is not limited to, selling prescription drugs without a valid prescription based on a prior in-person examination, or selling unapproved drugs (e.g., counterfeit or falsified medicines). Internet Domain Service BS Corp. acts on notices from LegitScript regarding violations of this policy. For inquiries about your website's LegitScript classification, contact LegitScript at [legitscript.com](http://legitscript.com).

## **c. Sole Responsibility.**

It is your sole responsibility to ensure that your website complies with Applicable Laws. Marketing prescription drugs without the proper licensing or in a manner that violates Applicable Laws constitutes fraud and breaches this Agreement.

## **d. Domain Name Suspension.**

Starting from August 26, 2012, we may suspend and permanently lock online pharmacy domains that appear to violate our Online Pharmacy Policy without prior notice. Suspended domains will remain locked and cannot be transferred until LegitScript notifies us that the domain is no longer classified as violating this policy.

## **e. Indemnification.**

You agree to indemnify and hold us harmless from any losses resulting from the suspension of your domain name, any third-party complaints, and if LegitScript designates your domain as operating in violation of this policy.

## **7. DOMAIN REGISTRAR TRANSFERS**

### **a. Fees.**

Before any registrar transfer service (incoming transfer) becomes effective, you or the reseller on your behalf must pay the current registrar transfer fee for your Domain.

### **b. Request to Transfer Registration.**

Only the Registrant may initiate a transfer request. You represent that you have the authority to initiate the transfer. We may require documentation to verify your authority. By making the transfer request, you agree to this Agreement.



### **c. Right to Refuse Transfer.**

We reserve the right to deny any transfer request within the first sixty (60) days after the initial registration for various reasons, including disputes over identity, fraud evidence, or failure to pay previous registration fees. If a transfer is denied, the domain must be put into "Registrar Hold" status prior to denial.

### **d. Successful Completion of Registrar Transfer Request.**

Upon successful completion of a transfer, we will become the registrar of record.

### **e. Transfer Lock.**

By default, all domains registered or transferred to us will have a Transfer lock until you unlock it from your account or request us to unlock it.

## **8. OWNERSHIP OF DATA**

In addition to the Registration information required under section 5(a), we maintain records related to your Registration and will provide these records to the Registrar. You acknowledge that we own all rights, titles, and interests in our domain database (the "Domain Database") and all information derived from it.

You further agree that we collect and own the following information for Registrations:

- (i) Original creation date of the Registration;
- (ii) Submission date and time of the Application;
- (iii) Communications related to Registration orders, modifications, or terminations;
- (iv) Records of account for your Registration, including payment dates and amounts;
- (v) Expiration date of your Registration;
- (vi) Contact information for administrative, technical, and billing contacts;
- (vii) Information regarding your Registration as an Acceptable Online Pharmacy, if applicable;
- (viii) Remarks concerning the registered domain;
- (ix) Any other information generated in connection with our Services.

We may maintain records relating to our dealings with you in various forms, including electronic and paper. After termination of this Agreement, we reserve the right to delete personal data and retain only what is required by law. We will not process personal data in a manner inconsistent with this Agreement, applicable data protection laws, and our Privacy Policy.

## **9. AGENTS AND LICENSES**

### **a. Warranty of Authority.**

If you are registering a domain on behalf of another person, you warrant that you have the authority to bind that person to all terms and conditions outlined in this Agreement.

### **b. License to Third Party.**

If you license the use of your registered domain to a third party, you remain the Registrant (the domain holder of record) and are responsible for all obligations under this Agreement. This includes, but is not limited to, ensuring the accuracy of your contact information and that of your administrative, technical, and billing contacts, which are necessary for resolving any issues related to the domain and Registration.

If you license your domain to a third party who operates an Online Pharmacy, you still retain your status as Registrant and must ensure that your domain complies with our Online Pharmacy Policy (section 6).

## **10. REFUND POLICY**

All sales are final and non-refundable, except under the following circumstances:

- If we are unable to provision the product or service requested within 24 hours of your order placement.
- If you choose to cancel a Registration, Web, or Email Service, no refund will be issued for the remaining or unexpired duration. A percentage of the yearly fee cannot be refunded.

Refunds will not be issued if we cancel, terminate, or suspend your Registration or other Service for any reason.

Refund requests can be submitted via our support team. For transactions made through "PayPal or Stripe Payment Gateway," you may also submit your request to the relevant Third Party Collection Providers.

## 11. EXPIRATION AND RENEWAL OF DOMAIN NAME REGISTRATION

Upon expiration of your domain name registration term, you acknowledge that some registry administrators may offer grace periods during which expired registrations can be renewed. You assume all risks and consequences if you attempt to renew your registration close to or after the expiration date. Note that post-expiration renewals or redemption processes may incur additional fees (e.g., restoration fees).

We will send a renewal notification via email in accordance with ICANN and/or Registry policies. Renewal reminders will be sent to the Registrant contact email address and the account email address defined by you, starting approximately 45 days before expiration and daily during the last 7 days, unless you disable these reminders in our Control Panel. It is your responsibility to maintain accurate email addresses and to check them regularly.

After your domain registration expires, we may, during a period of 45 days (the "Expiry Period"):

- i) Remove the domain name from the zone of the top-level domain; or
- ii) Redirect the domain to name servers and IP addresses designated by us, which may include hosting a parking page or commercial search engine displaying advertisements. Any revenue generated during this period will be solely for our benefit, and you will have no claim to these earnings.

If you do not contact us to pay for and renew the domain before the end of the Expiry Period, you agree that you have abandoned the domain and relinquish all rights to it, except for those rights provided in this Agreement.

We reserve the right to renew the registration on your behalf at our sole discretion without further notice. In such cases, you may renew or restore the registration according to the applicable provisions or registry policies. If you fail to exercise this right, you authorize us to take ownership, transfer, or delete the registration at our discretion, and you acknowledge that you have abandoned the domain.

Failure to consent to renewal within the timeframe specified in a second notice or reminder will result in the cancellation of the registration by the end of the auto-renew grace period, although we may cancel the registration earlier.

**Extenuating circumstances** that may justify an exception to this policy include:

- UDRP action
- Valid court order
- Failure of the registrar's renewal process (excluding failure to respond)
- The domain name is used by a nameserver providing DNS service to third parties
- Bankruptcy proceedings involving the Registrant
- Payment or billing disputes
- Litigation involving the domain name
- Any other circumstances approved specifically by ICANN.

### **Expiration and Renewal Policy (Continued)**

In cases where we choose to renew a domain name due to extenuating circumstances (as defined above), we will maintain a record detailing these circumstances for the specific renewal.

In the absence of such extenuating circumstances, a domain name will be deleted within 45 days following the termination of this registration agreement by either the registrar or the Registrant.

We will provide each new Registrant with information about our deletion and auto-renewal policy, including the expected timeline for deletion relative to the domain's expiration date. This notice will specify a date range not exceeding ten (10) days. If we make any material changes to our deletion policy during the registration agreement period, we will inform you of these changes with the same diligence as we would for other significant changes to the registration agreement.

### **UDRP Dispute Clause:**

If a domain subject to a UDRP dispute expires or is deleted during the dispute, the complainant will have the option to renew or restore the domain under the same terms as the Registrant. Should the complainant choose to renew or restore, the domain will be placed in Registrar HOLD and LOCK status, the Registrant's WHOIS contact information will be removed, and the WHOIS entry will indicate that the domain is under dispute. If the complaint is terminated or ruled against the complainant, the domain will be deleted within 45 days. The Registrant retains rights under the existing redemption grace period to recover the domain during this time and can renew it before deletion.

Before and during the Expiry Period, you may renew the domain by paying the regular renewal fees. After deletion, you may redeem the domain for approximately thirty (30) days by paying the applicable Restore fee. Current fees can be found on our pricing page:

[Pricing](#).

This policy applies strictly to gTLDs (generic Top Level Domains) governed by ICANN policies. Policies for ccTLDs (country code Top Level Domains) may differ, with specific limitations on renewal timing that you should be aware of.

## **Additional TLD terms and conditions**

### **12. LIMITATION OF LIABILITY**

YOU AGREE THAT WE (FOR THE PURPOSES OF THIS SECTION, "WE" INCLUDES, WITHOUT LIMITATION, OUR COMPANY'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING OUR SERVICES) WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS THAT MAY OCCUR DUE TO ANY: (A) LOSS OF REGISTRATION OF A DOMAIN; (B) USE OF YOUR DOMAIN; (C) ACCESS DELAY OR ACCESS INTERRUPTION TO OUR REGISTRATION SYSTEM; (D) NON-DELIVERY OR MIS-DELIVERY OF DATA BETWEEN YOU AND US AND/OR BETWEEN THE REGISTRY AND US; (E) AN EVENT BEYOND OUR REASONABLE CONTROL; (F) PROCESSING OF THE APPLICATION; (G) PROCESSING OF ANY MODIFICATION TO THE RECORD ASSOCIATED WITH YOUR DOMAIN; (H) FAILURE OF YOU OR YOUR AGENT TO PAY ANY FEE HEREUNDER; (I) PLACEMENT OF YOUR ONLINE PHARMACY ON THE NABP'S LIST OF NOT RECOMMENDED SITES BY THE NABP; (J) TERMINATION, REJECTION OR NON-APPROVAL OF YOUR ONLINE PHARMACY DUE TO NON COMPLIANCE WITH SECTION 6 OF THIS AGREEMENT; (K) SUSPENSION, CANCELLATION OR TERMINATION OF YOUR REGISTRATION BY US; OR (L) APPLICATION OF ANY DISPUTE RESOLUTION PROVISION HEREIN. FURTHERMORE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU OR YOUR AGENT TO US FOR THE INITIAL REGISTRATION OF YOUR DOMAIN.

### **13. DISCLAIMER**

ALL THE SERVICES ARE PROVIDED TO YOU "AS IS," AND WE WILL HAVE NO LIABILITY FOR FAILURE OF ANY OF THE SERVICES WE PROVIDE, WHETHER UNDER THE LAW OF STRICT LIABILITY, PRODUCTS LIABILITY, NEGLIGENCE, OR OTHERWISE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR OUR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT THE REGISTRATION OR USE OF A DOMAIN UNDER THIS

AGREEMENT WILL IMMUNIZE YOU FROM CHALLENGES TO YOUR REGISTRATION OR FROM SUSPENSION, CANCELLATION, TERMINATION, TRANSFER, OR ANY OTHER LOSS OF THE DOMAIN REGISTERED TO YOU. FOR THE PURPOSES OF THIS SECTION, "WE" INCLUDES, WITHOUT LIMITATION, OUR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, REGISTRIES, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE, OR ANYONE ELSE INVOLVED IN CREATING, REGULATING, PRODUCING, OR DISTRIBUTING OUR SERVICES.

### **Revocation by ICANN, Registry, or Registrar**

You acknowledge and agree that your Registration may be subject to suspension, cancellation, termination, transfer, or modification in accordance with any ICANN procedure or any Registry procedure approved by ICANN policies.

#### **a. Immediate Action Rights:**

We reserve the right to immediately suspend, cancel, terminate, transfer, or modify your services for any reason, including but not limited to the following:

1. **Material Breach:** If you materially breach this Agreement.
2. **Illegal Activities:** If your use of the Services contradicts applicable laws or generally accepted internet usage policies, including sending unsolicited commercial advertisements (spam) or engaging in threats, harassment, or obscenities.
3. **Unethical Use:** If your activities are connected to unlawful or unethical conduct.
4. **Non-compliance with Online Pharmacy Policy:** If your Online Pharmacy is blacklisted by LegitScript, thereby violating the Online Pharmacy Policy outlined in section 6.
5. **Legal Orders:** Upon receipt of an order from a court of competent jurisdiction or an arbitration award.
6. **Discretionary Grounds:** Any other grounds for suspension, cancellation, termination, transfer, or modification determined at our sole discretion.

In any of the above situations, we may suspend, cancel, terminate, transfer, or modify all of your services, including domain names, even if the violation applies to only one service.

#### **No Refund Policy:**

You understand and agree that you will not receive any refund for any suspension, cancellation, termination, transfer, or modification of your Registration for any reason.

## **18. DESIGNATED REGISTRANT CHANGE AND/OR TRANSFER AGENT FOR GTLDS**

You agree and authorize NISSIRESEAUX to act as your "Designated Agent" with respect to the Inter-Registrar Transfer Policy (IRTP) (<https://www.icann.org/resources/pages/registrars/transfers-en>) for all gTLD domains. You agree that as your "Designated Agent" we have the explicit authority to approve and accept each "Change of Registrant" (as per the IRTP) on your behalf, whether this change represents a change from your Registrant information or to your Registrant information, and will do so in all instances. You accept that authorizing us to act, as your Designated Agent is a condition of registering or managing your domain with **NISSIRESEAUX.COM**.

## **19. GENERAL**

**a. Entire Agreement.** This Agreement, along with any other specific agreement between you and us, constitutes the full and complete understanding and agreement between you and us regarding the subject matter herein. Except as expressly agreed, to the contrary in writing by us, this Agreement supersedes any other written (including, without limitation, digitized/computerized) agreements, any oral agreements, or any actual or alleged **agreements by conduct**.

**b. Independent Contractor Relationship.** Nothing in this Agreement shall be construed as creating a partnership or a relationship of employer and employee, principal and agent, or joint venture between you and us. Both you and our company shall be deemed independent contractors at all times and shall have no right or authority to assume, create, or incur any obligation on behalf of the other, except as expressly provided herein. You must not misrepresent your relationship with us, attempt to impersonate us, or claim that you are with us.

All services of NISSIRESEAUX ("Service Provider" or "We") are provided based on this policy. This policy is effective pursuant to the terms of the Registration Agreement and/or Service Agreements between the Service Provider and its customers. This policy is effective in its current form as of its first publication on the Service Provider's website and may be updated or amended by the Service Provider from time to time with reasonable notice on its website or in its newsletters. This policy is designed to assist the reporting process and inform customers about the prohibited use of our services.

This policy applies to all services provided by the Service Provider, including domain name registration and management services, DNS services, hosting services, email services, certificate services, routing services, and other services ("the Services" or "a Service").

The Service Provider recognizes the rights of its customers and will generally not impose any restrictions on how the Services are used. Customers are obliged to comply with the published policies that relate to their specific service. The Service Provider employs all reasonable means to ensure that customers comply with the policies published by

applicable regulatory authorities, such as ICANN's policies. Customers must also agree to our Terms of Service when they apply for a Service.

The Service Provider is committed to maintaining a safe and secure online environment and to limiting the potential for significant harm to internet users. A key component of this commitment is to investigate and respond appropriately to all substantiated reports of malicious, illegal, or fraudulent use of its services. Abuse, in the context of this Policy, is defined as an action that causes or is likely to cause actual and substantial harm to third parties, is a material predicate of such harm, or is illegal, illegitimate, or otherwise contrary to this Policy.

All customers of the Service Provider and its resellers agree to abide by the terms of this policy by accepting the terms and conditions of the Service Provider, of which this policy is an integral part. Customers using the Services to provide services to third parties are required to bind those parties to the terms of this Policy.

The intended purpose of this policy is to ensure that third parties understand what constitutes Abuse and to provide information on how to submit such reports to the Service Provider.

The Services may not be used in violation of applicable laws or regulations, good morals, or this policy. This Policy enables the Service Provider to investigate and take swift action in cases of abusive or otherwise prohibited use and to deter customers from engaging in illegal or fraudulent use of the Services. The Service Provider may enforce this policy against its customers by disabling customer access to the Service or suspending the Service as necessary to enforce this policy.

The Service Provider expressly reserves the right to deny, cancel, suspend, disable, lock, or transfer any Service when deemed necessary and at its sole discretion: (a) to protect the integrity, security, and stability of the Internet and/or DNS, (b) to protect against cybersecurity threats, (c) to comply with applicable laws, government rules or requirements, or requests from law enforcement; (d) if a Service is used in violation of this policy or any other applicable policies by regulatory authorities; and (e) in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of the Service Provider and its affiliates, licensors, subsidiaries, officers, directors, and employees. Such actions may include requesting the removal of offending content by the Customer, deactivating the hosted resource, or partially or completely suspending or terminating the affected service. We also reserve the right to terminate all agreements with customers who repeatedly violate this policy. We reserve the right to act directly and immediately in cases of obvious and significant malicious conduct without prior notice when necessary to prevent harm.

The Service Provider may identify Anti-Abuse Policy violations by any means, including but not limited to private complaints, public alerts, government or enforcement agency outreach, third-party notifications, and ongoing monitoring by the Service Provider or its partners. At its discretion, the Service Provider or its designee, through an automated system or



otherwise, may view any website made available through a domain name to identify violations of this policy.

The Service Provider will implement all valid court orders or seizure warrants from courts, arbitration tribunals, or law enforcement agencies of applicable jurisdictions, provided the court orders and seizure warrants are enforceable at the domicile of the Service Provider.

Below is a summary definition of what constitutes abuse and prohibited use. The list is non-exhaustive and may be amended at any time by publishing a new version of this policy.

## A. DNS Abuse

DNS Abuse refers to the misuse of domain name registration and management services, encompassing five broad categories of harmful activities that intersect with the Domain Name System: malware, botnets, phishing, pharming, and spam (when used as a delivery mechanism for the other forms of DNS Abuse). If we find evidence that our services are being used for DNS Abuse, we will consider suspending access to the service, provided sufficient evidence is presented to protect the integrity of the Internet and, in cases where the customer's resources have been compromised, to assist in protecting the customer against potential liability issues.

a. **Malware** (including spyware, botware, keylogger bots, viruses, worms, and trojans) is malicious software installed on a device without the user's consent. It disrupts device operations, gathers sensitive information, and/or gains access to private computer systems. Types of malware include viruses, spyware, ransomware, and other unwanted software.

b. **Botnets** are collections of Internet-connected computers infected with malware and controlled by a remote administrator. They can enact various forms of harm, from sending unsolicited spam to generating high transaction traffic on legitimate computer services such as DNS or web services. This prohibition also applies to the operation of botnet command and control functions, which involve a smaller number of computers issuing and distributing commands to the botnet.

c. **DDoS attacks** refer to the use of the service to initiate or participate in denial-of-service attacks (DOS or DDoS attacks, mail bombing, etc.).

d. **Phishing** occurs when an attacker tricks a victim into revealing sensitive personal, corporate, or financial information (e.g., account numbers, login IDs, passwords) through fraudulent or look-alike emails, or by luring users to copycat websites.

e. **Pharming** is the redirection of unsuspecting users to fraudulent sites or services, typically through DNS hijacking or poisoning, or the use of redirects. DNS hijacking occurs when attackers use malware to redirect victims to the attacker's site instead of the one originally requested. DNS poisoning involves a DNS server or resolver responding with a false IP

address bearing malicious code. This category also includes unauthorized fast flux techniques.

f. **Spam** involves the use of a service provider's infrastructure or services to send unsolicited bulk messages via email or other means, where the recipient has not granted permission for the message to be sent. This includes instant or mobile messaging spam, as well as spamming of websites and online forums. Spam is considered DNS Abuse only when it serves as a delivery mechanism for the other four forms of DNS Abuse.

g. **Fast Flux Hosting** refers to the practice of sheltering phishing, pharming, botnet, and malware sites and networks from detection. This is achieved by rapidly changing the IP addresses associated with fraudulent sites, making their true locations difficult to identify and frustrating methods used to defend against such practices.

## **B. CONTENT ABUSE**

Content abuse refers to the use of our web hosting services to further the following activities:

a. **Intellectual Property, Trademark, Copyright, and Patent Violations, including Piracy:**

Intellectual property (IP) encompasses various types of creations of the mind for which exclusive rights are recognized in corresponding legal fields. Under intellectual property laws, owners are granted certain exclusive rights to intangible assets, such as musical, literary, and artistic works; discoveries and inventions; and words, phrases, symbols, and designs. Common types of intellectual property rights include copyrights, trademarks, patents, industrial design rights, and trade secrets in recognized jurisdictions. Any act resulting in theft, misuse, misrepresentation, or any other harmful act by an individual or company is categorized as an intellectual property violation.

b. **Hate Speech:** This involves the distribution and/or publication of hateful, defamatory, extremist, or derogatory content based on racial, ethnic, or political grounds. Such content is intended or likely to cause or incite injury, damage, or harm of any kind to any person or entity, whether or not it includes explicit incitements to violence.

c. **Violation of Privacy Rights:** This refers to the publication of content that invades the privacy rights of a third party without legal justification, such as publishing their personal information without consent or a legal basis.

d. **Child Abuse Materials (CAM) and Child Pornography:** This includes the distribution of, linking to, or otherwise making accessible films, images, or writings depicting sexually explicit activities involving minors or depicting minors engaged in any sexual activity that may harm them. If we receive reports that our services are being used in connection with child abuse materials, we are not legally permitted to verify these claims ourselves. We recommend contacting local law enforcement to report such issues. We also collaborate with organizations such as INHOPE (<https://www.inhope.org/EN#hotlineReferral>) to identify such content. We will immediately suspend any domain name upon receiving written confirmation from a verified law enforcement agency or

recognized partner organization that the domain is being used to point to servers containing child abuse material.

**e. Contribution to the Sale or Distribution of Prescription Medication or Controlled**

**Substances:** This includes the sale and distribution of prescription medication or controlled substances without a valid prescription and/or distribution license, as well as the sale and distribution of unlicensed or unapproved medications.

**f. Human Trafficking:** This refers to the illegal transportation of people from one country or area to another, typically for the purposes of forced labor or sexual exploitation. It also includes slavery in any form.

**G. DNS Abuse** as defined above.

We understand that some of these uses may be open to interpretation or may conflict with other aspects of the law. For this reason, we can only take appropriate action when supporting evidence is compelling and clear. We may also act upon certain forms of content abuse even if we are not the hosting service provider.

**C. OTHER ILLEGAL OR PROHIBITED USE**

the use of our services is further prohibited for abusive, malicious, or illegal conduct involving a domain name, such as:

a. When it violates any local, state, national, or international law or regulation applicable to the service or us. A law or regulation is applicable if it is effective in the jurisdiction of Internet Domain Service BS Corp., the customer, or any other jurisdiction targeted by the customer with their use of the service.

b. When it is used to promote, assist, or engage in illegal activity of any kind, as well as the promotion of business opportunities or investments that are not permitted under applicable law.

c. When it is used to impersonate another entity to commit fraud.

d. Any advertisement or offer for the sale of unlawful goods or services in violation of any national or international law or regulation.

e. When it violates any national or international sanctions to which Internet Domain Service BS Corp., its affiliates, and/or suppliers are subject.

f. When used for hacking. Hacking involves using the service for activities intended to gain illegal access to other computers or networks, as well as any preparatory activity for such illegal system penetration. This does not include activities aimed at gaining legal access or testing the security of a third party with their consent.

g. When identified as illegal or otherwise unlawful by a court order or at the request of an authority of appropriate jurisdiction.

#### **D. RESTRICTED USE**

The following areas may not necessarily constitute abuse but may be treated as such unless they adhere to certain requirements:

a. Distribution of erotic, pornographic, or otherwise sexually explicit content is only permitted in compliance with applicable legal requirements. For example, using any service to publish or distribute such content without sufficient age verification techniques (thereby allowing minors to view such content without appropriate barriers) is strictly prohibited, as is any use in violation of the requirements and directives of authorities or appropriate registration bodies.

b. Chat or messaging services on our hosting platforms are permitted only if the customer obtains prior explicit written approval from the service provider.

c. Use of hosting services for download or streaming servers, online file repositories, P2P trackers, P2P clients, or P2P hosts, or otherwise participating in file-sharing activities is restricted.

d. Use of domain names must comply with the policies of the appropriate registry operators and jurisdiction.

e. Use of our hosting and mail services to send any form of spam is prohibited. It may be impossible for us to determine in every case whether a message is spam, a newsletter, or a legitimate business email. For further information, see our Anti-Spam policy.

f. Use of our services in furtherance of activities that violate our company policies and/or values is not allowed.

**This file was last modified on October 28, 2024.**