

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) sets out the actions prohibited to users of any second-level .GOP domain name (“Domain Name”). “Users” are defined as anyone who uses or accesses the .GOP domain registry (the “Registry”), who has responsibility for one or more host records in the Registry zone files generated from the Registry, registrants of a Domain Name and/or users of hardware, name servers, bandwidth, telecommunications transport, zone files or email routing services or of any other domain name resolution systems and services in the Registry and zone.

This AUP applies to all Domain Names and sub second-level domains (such as *example.nic.gop*) which resolve as a result of sub-delegation, no matter when registered or renewed. No reference in this AUP constitutes a licence to perform sub-delegation or otherwise sub-licence any right obtained under the Registrant Agreement or the Registry Policies.

This AUP must be read in addition to rules governing qualifications for registration. Use of a Domain Name in a manner that contravenes this AUP may result in the suspension or revocation including transfer of a registrant’s right to use a Domain Name or to continue to be recognized as the registrant of a Domain Name. Suspension, transfer, or revocation may apply to one or more Domain Names for which user is a registrant in addition to a particular Domain Name which may have given rise to a particular complaint.

The Registry reserves the right to modify or update this AUP at any time, in its sole and absolute discretion. The Registry shall post any such modifications on the Registry’s website at <www.dotgop.co> from time to time, and any such modifications shall be effective immediately upon posting to the website. Unless significant modifications are made to the AUP, the Registry is not required to contact registrants about such changes. In the event of significant modifications to this AUP, the Registry will use reasonable commercial efforts to provide notice to designated contacts. Such efforts may include posting the revised AUP on the Registry’s website and/or sending email notice that this AUP has been modified or updated.

Introduction/Philosophy

The Registry supports the sharing of diverse ideas over the Internet and intends for the online community to fully reflect the varying viewpoints and debates taking place in our community. While the Registry encourages the free flow of information, the Registry will strive to maintain a respectful and non-shocking environment, supportive of the Republican Party. Users of Domain Names should review their content and comments to ensure that such material is polite, clean, and appropriate for all users to view. Users of Domain Names are obliged and required to ensure that their use of a Domain Name is at all times lawful and in accordance with the requirements of this AUP and applicable laws and regulations of the United States of America, applicable European Union and international law, and ICANN Consensus Policies. The Registry does not exercise editorial control over the content of any message or website made accessible by domain name resolution services in the Registry Top Level Domain (“Registry TLD”), but may remove an entire website from the Registry TLD if the message violates the registrant’s contractual responsibility or violates any part of this Acceptable Use Policy.

This AUP must be read in conjunction with the Registry’s Registrant Agreement, Privacy and Whois Policy, Expired Domain Name Deletion Policy, Naming Policy, and other applicable agreements, policies, laws and regulations (collectively, the “Registry Policies”), which represent the entirety of your obligations and responsibilities with regard to your .GOP name or names. By way of example, and without limitation, the Registrant Agreement sets forth representations, warranties and covenants and other terms and conditions, the breach of which may constitute non-compliance.

Prohibited Uses

A “Prohibited Use” of a Domain Name is a use which is illegal or expressly prohibited by any provision of this AUP or the Registry Policies. The non-exhaustive list of restrictions pertaining to use of Domain Names in relation to various purposes and activities are as set forth herein. Registration of one or more Domain Names or access to services provided by the Registry may be cancelled, suspended, or transferred for any breach of, or non-compliance with, this AUP:

1. Compliance with the Registry's AUP

Domain Names must be used for lawful purposes. The creation, transmission, distribution, storage of, or linking to any material in violation of applicable laws or regulations or this AUP is prohibited. This may include, but is not limited to, the following:

- a. Communication, publication or distribution of material (including through links or framing) that infringes upon the intellectual rights of another person or entity. Intellectual property rights include, but are not limited to: copyrights (including future copyright), design rights, patents, patent applications, trademarks, rights of personality, and trade secret information.
- b. Registration or use of a Domain Name in which, in the sole discretion of the Registry:
 - i. Is identical or confusingly similar to a personal name, company, business or other legal or trading name, or a trade or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which: (1) the use deceives or confuses others in relation to goods or services for, or in respect of similar goods or closely related services of a registered the trademark; or (2) the use deceives or confuses others in relation to goods or services in respect of which an unregistered trademark or service mark has become distinctive of the goods or services of a third party complainant and in which the third party complainant has established a sufficient reputation; or (3) the use trades on or passes-off a Domain Name or a website or other content or services accessed through resolution of a Domain Name as being the same as or endorsed, authorised, associated or affiliated with the established business, name or reputation of another; or (4) the use constitutes intentionally misleading or deceptive conduct in breach of Registry policy, or the laws of the applicable jurisdiction or ICANN Consensus Policies; or
 - ii. The Domain Name has been used in bad faith, including, without limitation, the following: (1) the User has used the Domain Name primarily for the purpose of unlawfully disrupting the business or activities of another person or entity; or (2) by using the Domain Name, the User has intentionally created a likelihood of confusion with respect to the third party complainant's intellectual or industrial property rights and the source, sponsorship, affiliation, or endorsement of website(s), email, or other online locations or services or of a product or service available on or through resolution of a Domain Name;
- c. A Domain Name registration which is part of a pattern of registrations where the user has registered domain names which correspond to well known names or trademarks in which the User has no apparent rights, and the Domain Name is part of that pattern;
- d. The Domain Name was registered arising out of a relationship between two parties, and it was mutually agreed, as evidenced in a writing, that the Registrant would be an entity other than that currently in the register;
- e. Publication of content which, in the opinion of the Registry:
 - i. is capable of disruption of systems in use by other Internet users or service providers (i.e., viruses or malware);
 - ii. seeks or apparently seeks authentication or login details used by operators of other Internet sites (i.e., phishing); or
 - iii. may mislead or deceive visitors to the site that the site has an affiliation with the operator of another Internet site (i.e., phishing).
- f. Communication, publication or distribution, either directly or by way of embedded links, of images or materials (where such communication, publication or distribution is prohibited by or constitutes an offence under the laws of the United States of America or the European Union) whether incorporated directly into or linked from a web site, email, posting to a news group, Internet forum, or instant messaging notice which makes use of domain name resolution services in the Registry TLD.

- g. Material that includes, by way of example and without limitation, real or manipulated images depicting the sexual exploitation of children, bestiality, and material containing threats or detailed instructions regarding how to commit a crime.
- h. Communication, publication or distribution of defamatory material or material that constitutes racial vilification or "hate speech."
- i. Communication, publication or distribution of material that is abusive, hateful, vindictive, intended to defame a person or organization or denigrates a political party or a particular candidate.
- j. Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- k. Communication, publication or distribution of material that is in contempt of the orders of a court or another authoritative government actor within the United States of America or the European Union.
- l. Use, communication, publication or distribution of software, technical information or other data that violates applicable export control laws or anti-circumvention provisions.
- m. Use, communication, publication or distribution of confidential or personal information or data including confidential or personal information about persons that was collected without their knowledge or consent.
- n. Use of the Domain Name for any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services.
- o. Hosting a site or redirecting a user to another, unrelated site that is essentially content-free or otherwise contains no objective value to anyone other than the Registrant, including those sites containing minimal information but substantial advertisements, and sites with little more value than pointing to such sites.

2. Electronic Mail

The Registry expressly prohibits users of Domain Names from engaging in the following activities:

- a. Communicating, transmitting or sending unsolicited bulk email messages or other electronic communications ("junk mail" or "spam") of any kind including, but not limited to, unsolicited commercial advertising and informational announcements. Such messages or material may be sent only to those who have expressly requested it. If a recipient asks a user to stop sending such emails, then any further email messages or other electronic communications would in such event constitute spam and violate the provisions and requirements of this AUP.
- b. Communicating, transmitting or sending any material by email or otherwise that harasses, or has the effect of harassing, another person or that threatens or encourages bodily harm or destruction of property including, but not limited to, malicious email and flooding a user, site or server with very large or numerous pieces of email or illegitimate service requests.
- c. Communicating, transmitting, sending, creating, or forwarding fraudulent offers to sell or buy products, or unsolicited offers of employment.
- d. Adding, removing, modifying or forging any network header information with the effect of misleading or deceiving another person or attempting to impersonate another person by using forged headers or other identifying information (i.e., spoofing).
- e. Causing or permitting the advertisement of a Domain Name in an unsolicited email communication.

3. Disruption of the Registry Network

No one may use a Domain Name for the purpose of:

- a. Restricting or inhibiting any person in their use or enjoyment of the Registry's network or a Domain Name or any service or product of the Registry.
- b. Actually or purportedly reselling the Registry's services and products without the prior written consent of the Registry.
- c. Transmitting any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services to any other party.
- d. Providing false or misleading information to the Registry or to any other party through the Registry's network.
- e. Facilitating or aiding the transmission of confidential information, private, personal or stolen data, such as credit card information (without the owner's or cardholder's consent).

4. Network Integrity and Security

- a. Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts (i.e., cracking or hacking) on, related to, or accessed through the Registry's network. This includes, but is not limited to:
 - i. accessing data not intended for such user;
 - ii. logging into a server or account which such user is not expressly authorised to access;
 - iii. using, attempting to use, or attempting to ascertain a username or password without the express written consent of the operator of the service in relation to which the username or password is intended to function;
 - iv. probing the security of other networks; and/or
 - v. executing any form of network monitoring which is likely to intercept data, of any nature, not intended for such user.
- b. Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:
 - i. accessing data of which such user is not an intended recipient; and/or
 - ii. logging onto a server or account which such user is not expressly authorised to access.

For the purposes of this section, "disruption" includes, but is not limited to: (i) port scans, TCP/UDP floods, packet spoofing; (ii) forged routing information; (iii) deliberate attempts to overload or disrupt a service or host; and/or, (iv) using the Registry's network in connection with the use of any program, script, command, or sending messages with the intention or likelihood of interfering with another user's terminal session by any means, locally or by the Internet.

- c. Users who compromise or disrupt the Registry's network systems or security may incur criminal or civil liability. The Registry will investigate any such incidents and will cooperate with law enforcement and other appropriate governmental actors if a crime is suspected to have taken place.

5. Compliance with Applicable Laws

Users must comply with all applicable laws, including but not limited to those laws that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), disclosure of data, and financial disclosures.

6. Sunrise Registration and Restrictions on Transfers

- a. Domain Names obtained in accordance with the Sunrise registration process shall be solely registered to the qualified applicant thereof who is the owner of the trade or service mark registration on the basis of which the Sunrise registration was allocated. Such Domain Names shall be restricted from transfer to any other registrant, absent submission to the Registry of evidence of assignment, license or other authorized acquisition of rights in the underlying trade or service mark giving rise to Sunrise qualification, and shall remain subject to the provisions of the Sunrise Policies. Furthermore, no registrant shall transfer more than one (1) Domain Name obtained in accordance with the Sunrise registration process to any other person or entity within the first twenty-four (24) months following registration.
- b. Domain Names obtained in accordance with the Sunrise registration process shall not be maintained using a privacy or proxy registration service.

7. Non-Exclusive, Non-Exhaustive

This AUP is intended to provide guidance as to what constitutes acceptable use of the Registry's network and Domain Names. However, the AUP is neither exhaustive nor exclusive.

8. Enforcement

The Registry may discontinue, suspend, transfer, or modify the services provided to any Domain Name (for example, through modification of Registry zone files) to address alleged violations of this AUP. The Registry may determine in its sole discretion whether use of a Domain Name is a *prima facie* violation of this AUP. The Registry or affected parties may utilize ICANN-sanctioned procedures, such as the Universal Dispute Resolution Policy ("UDRP") or the Universal Rapid Suspension Policy ("URS") and/or the courts in the jurisdiction and venue specified in the Registrant Agreement.

The Registry may, in its sole discretion, suspend, transfer, or terminate a user's service for violation of any of the requirements or provisions of the AUP on receipt of a complaint if the Registry believes:

- a. a violation of the AUP has or may have occurred; and/or
- b. suspension and/or termination may be in the public interest.

The Registry may delegate its right to take any action or may act upon any report from such a delegee without prior notification to the User. Unauthorized use of the Domain Name may result in police intervention or legal action.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE REGISTRY BE LIABLE TO ANY USER OF THE REGISTRY'S NETWORK INCLUDING THE REGISTRANT, ANY CUSTOMER, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ACTIONS TAKEN PURSUANT TO THIS AUP, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, OR OTHERWISE, EVEN IF THE REGISTRY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REGISTRY'S LIABILITY FOR ANY BREACH OF A CONDITION OR WARRANTY IMPLIED BY THE REGISTRANT AGREEMENT OR THIS AUP SHALL BE LIMITED TO

THE MAXIMUM EXTENT POSSIBLE TO ONE OF THE FOLLOWING (AS THE REGISTRY MAY DETERMINE IN ITS SOLE DISCRETION): (A) SUPPLYING THE SERVICES AGAIN; OR (B) PAYING THE REASONABLE COST INCURRED OF HAVING THE SERVICES SUPPLIED AGAIN.

10. Removal of Content

At its sole discretion, the Registry reserves the right to:

- a. Remove or alter content, zone file data and/or other material from its servers provided by any person that violates the provisions or requirements of this AUP;
- b. Re-delegate, redirect or otherwise divert traffic intended for any service;
- c. notify operators of Internet security monitoring services, virus scanning services and/or law enforcement authorities of any breach or apparent breach of this AUP or the Registry's other Policies; and/or
- d. terminate access to the Registry's network by any person that the Registry determines has violated the provisions or requirements of this AUP.

In any regard, the Registry is not responsible for the content or message of any newsgroup posting, email message, or web site regardless of whether access to such content or message was facilitated by or through the Registry's network or a Domain Name. The Registry does not have any duty to take any action with respect to such content or message by creating this AUP, and users of the Registry's Network are obliged and required to ensure that their use of a Domain Name or the Registry's network is at all times in accordance with the requirements of this AUP and any and all applicable laws, rules and/or regulations.

11. Contact The Registry

Any questions or complaints relating to this AUP or the use of a Domain Name or reports of abuse of a domain name under these policies may be sent to <info@dotgop.co>.