Domain Name Use Agreement

Last Revised: August 11, 2020

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Domain Name Use Agreement (this "Agreement") is entered into by and between Bitly ("Bitly") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of Bitly's Domain Name services (the "Domain Name Services" or the "Services"). The terms "we", "us" or "our" shall refer to Bitly. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Unless otherwise specified, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, which incorporates by reference each of (i) Bitly's Universal Terms of Service Agreement ("UTOS"), (ii) all agreements, guidelines, policies, practices, procedures, requirements or operational standards of the top-level domain ("TLD") applicable to your use of any domain under this Agreement ("Registry Policies"), and (iii) any plan limits, product disclaimers or other restrictions presented to you on the Domain Name Services landing page of the Bitly website (this "Site").

TO LINK TO AND REVIEW THE REGISTRY POLICIES FOR THE TLD IN WHICH YOU WISH TO USE A DOMAIN NAME, PLEASE CLICK HERE.

You acknowledge and agree that (i) Bitly, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site, and (ii) your use of this Site or the Services found at this Site after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services found at this Site. In addition, Bitly may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your user account ("User Account") information, including your email address, current. Bitly assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address. You acknowledge and agree that Bitly may modify this Agreement in order to comply with its agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN"), as well as any other terms and conditions set forth by (i) ICANN and/or (ii) the registry applicable to the TLD or country code top level domain ("ccTLD") in question. As used herein, the terms "registry", "Registry", "registry operator" or "Registry Operator" shall refer to the registry applicable to the TLD or ccTLD in question. To identify the sponsoring registrar, click here.

2. PROVISIONS APPLICABLE TO ALL DOMAIN NAMES

Unless otherwise noted, the provisions below in this Section 2 are generally applicable to all TLDs that we offer. Special provisions specific to any TLD or ccTLD (those in addition to posted Registry Policies) are identified elsewhere below in this Agreement.
Registry Policies. You agree to be bound by all Registry Policies (defined above in this Agreement) applicable to your use of a domain name under this Agreement (at any level). It is your responsibility to visit the applicable TLD site and read and review all applicable Registry Policies prior to your use of a domain name hereunder. Registry Policies for each TLD can be found by visiting the corresponding TLD link listed here. Notwithstanding anything in this Agreement to the contrary, the Registry Operator of the TLD in which the domain name you use is registered is and shall be an intended third party beneficiary of this Agreement. As such the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Agreement in agreeing to Bitly being a registrar for the respective TLD. The third party beneficiary rights of the Registry Operator will survive any termination of this Agreement.

Ownership. You acknowledge and agree that your use of a domain name hereunder does not create any proprietary right for you, the registrar, or any other person in the name used as a domain name or the domain name registration and that the entry of a domain name in the Registry shall not be construed as evidence or ownership of the domain name registered as a domain name. You shall not in any way transfer or purport to transfer a proprietary right in any domain name registration or grant or purport to grant as security or in any other manner encumber or purport to encumber a domain name registration.

ICANN Requirements. You agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which each applicable Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and itself or any other arrangement with ICANN. For additional ICANN-related helpful information, please see ICANN Education Materials and ICANN Benefits and Responsibilities.

Regulated TLDs. For use of a domain name in any “Regulated” TLD, you acknowledge and agree your use is subject to the following additional requirements: (a) comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures; (b) if you collect and maintain sensitive health and financial data you must implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. Regulated TLDs include: .games, .juegos, .school, .schule, .toys, .eco, .care, .diet, .fitness, .health, .clinic, .dental, .healthcare, .capital, .cash, .broker, .claims, .exchange, .finance, .financial, .fund, .investments, .lease, .loans, .market, .money, .trading, .credit, .insure, .tax, .mortgage, .degree, .mba, .audio, .book, .broadway, .movie, .music, .software, .fashion, .video, .app, .art, .band, .cloud, .data, .digital, .fan, .free, .gratis, .discount, .sale, .media, .news, .online, .pictures, .radio, .show, .theater, .tours, .accountants, .architect, .associates, .broker, .legal, .realty, .vet, .engineering, .law, .limited, .show; .theater; .town; .city; .reise, and .reisen

Highly Regulated TLDs. In addition to the requirements for Regulated TLDs, domain name use in any Highly-Regulated TLD is subject to the following requirements: (a) you will provide administrative contact information, which must be kept up-to-date, for the notification of complaints or reports of registration abuse, as well as the contact details of the relevant regulatory, or Industry self-regulatory, bodies in their main place of business; (b) you represent that you possess any necessary authorizations, charters, licenses and/or other related credentials for participation in the sector associated with such Highly-Regulated TLD; and (c) you will report any material changes to the validity of you authorizations, charters, licenses and/or other related credentials for participation in the sector associated with the Highly-Regulated TLD to ensure you continue to conform to the appropriate regulations and licensing requirements and generally conduct your activities in the interests of the consumers they serve. Highly
Regulated TLDs include: .abogado, .attorney, .bank, .bet, .bingo, .casino.charity (and IDN equivalent), .cpa, .corp, .creditcard, .creditunion .dds, .dentist, .doctor, .fail, .gmbh, .gripe, .hospital, .inc, .insurance, .lawyer, .lifeinsurance, .llc, .lip, .ltda, .medical, .mutuelle, .pharmacy, .poker, .university, .sarl, .spreadbetting, .srl, .sucks, .surgery .university, .vermogensberater, .vesicherung, and .wtf. For .doctor registrants who hold themselves out to be licensed medical practitioners must be able to demonstrate to the Registrar and Registry, upon request, that they hold the applicable license.

Special Safeguard TLDs. In addition to the requirements for Regulated and Highly-Regulated TLDs, by using a domain name in any “Special-Safeguard” TLD, you agree to take reasonable steps to avoid misrepresenting or falsely implying that you or your business is affiliated with, sponsored or endorsed by one or more country's or government's military forces if such affiliation, sponsorship or endorsement does not exist. Special Safeguard TLDs include: .army, .navy, .airforce

Third Party Beneficiary. Notwithstanding anything in this Agreement to the contrary, the Registry Operator for any TLD in which a domain name you use is registered is and shall be an intended third party beneficiary of this Agreement. As such, the parties to this agreement acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested. Third party beneficiary rights of the Registry Operator shall survive any termination of this Agreement.

No Guarantee of Continued Use. You understand and agree that this Agreement does not guarantee that you will have continued use of any domain name that you use in connection with this Agreement. Bitly is the registrant of all domain names that you use hereunder, and Bitly makes such domain names available to you at its sole discretion. Further, Bitly may choose not to renew any domain name in its sole discretion.

3. TERM OF AGREEMENT; TRANSFERS; DOMAIN TASTING

The term of this Agreement shall continue in full force and effect as long as you use any domain name registered by Bitly.

You agree that you will not engage in "domain tasting" by canceling a domain name within five (5) days after requesting registration in order to test the marketability or viability of a domain name. If Bitly determines (which determination shall be made by Bitly in its sole and absolute discretion) that you have been engaging in "domain tasting", then Bitly reserves the right to (a) charge you a small fee or (b) refuse your cancellation/refund request altogether. Bitly will not charge you a fee if Bitly cancels your domain name during such five (5) day grace period due to fraud or other activity outside of your control.

You agree that Bitly shall not be bound by (i) any representations made by third parties who you may use to purchase services from Bitly, or (ii) any statements of a general nature, which may be posted on Bitly's website or contained in Bitly's promotional materials.

4. YOUR OBLIGATIONS; SUSPENSION OF SERVICES; BREACH OF AGREEMENT

You represent and warrant to the best of your knowledge that, the manner in which a domain name is directly or indirectly used in connection with this Agreement, infringes the legal rights of any third party. You will comply with all applicable laws, including, but not limited to those relating to intellectual property, privacy, data collection, consumer protection, fair lending, debt collection, organic farming, and disclosure of data and financial disclosures. If you collect and maintain sensitive health and financial data, you must
implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law. You represent that you possess any necessary authorization, charter, license, and/or other related credential for participation in the sector associated with the associated registry tld string. You will report any material changes to the validity of your authorization, charter, license, and/or other related credential. You will indemnify and hold harmless Bitly, and its directors, officers, employees and agents, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your use of any domain name in connection to this Agreement. This obligation shall survive expiration or termination of this Agreement or the domain name registration.

You agree that, in addition to other events set forth in this Agreement:

Your ability to use any of the services provided by Bitly is subject to cancellation or suspension in the event there is an unresolved breach of this Agreement and/or suspension or cancellation is required by any policy now in effect or adopted later by ICANN;

Your use of any domain names shall be subject to suspension, cancellation or transfer pursuant to any ICANN adopted specification or policy, or pursuant to any Bitly procedure not inconsistent with an ICANN adopted specification or policy (a) to correct mistakes by Bitly or the registry operator in registering any domain name; or (b) for the resolution of disputes concerning any domain name.

You acknowledge and agree that Bitly and registry reserve the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on lock, hold or similar status, as either deems necessary, in the unlimited and sole discretion of either Bitly or the registry: (i) to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (e.g., RFCs), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (iii) for the non-payment of fees to registry, (iv) to protect the integrity and stability of the registry, (v) to comply with any applicable court orders, laws, government rules or requirements, requests of law enforcement, or any dispute resolution process, (vi) to comply with any applicable ICANN rules or regulations, including without limitation, the registry agreement, (vii) to avoid any liability, civil or criminal, on the part of registry operator, as well as its affiliates, subsidiaries, officers, directors, and employees, (viii) per the terms of this Agreement, (ix) following an occurrence of any of the prohibited activities described in Section 8 below, or (x) during the resolution of a dispute.

You agree that your failure to comply completely with the terms and conditions of this Agreement and any Bitly rule or policy may be considered by Bitly to be a material breach of this Agreement and Bitly may provide you with notice of such breach either in writing or electronically (i.e. email). In the event you do not provide Bitly with material evidence that you have not breached your obligations to Bitly within ten (10) business days, Bitly may terminate its relationship with you and take any remedial action available to Bitly under the applicable laws. Such remedial action may be implemented without notice to you and may include, but is not limited to, blocking your use of any domain names and discontinuing the Services or any other services provided by Bitly to you. No fees will be refunded to you should your Services be cancelled or terminated because of a breach.

Bitly's failure to act upon or notify you of any event, which may constitute a breach, shall not relieve you from or excuse you of the fact that you have committed a breach.