



AUP – DOT DM Corporation

Commonwealth of Dominica ccTLD (.dm)

Modified: 1 June 2010 V1.0

This **Acceptable Use Policy** ("AUP") sets out the actions prohibited to users of the DOT DM Corporation Network ("Dot DM Network"). "Users" are defined as anyone who uses or accesses the .dm domain registry, who has responsibility for one or more host records in the .dm zone files generated from the .dm registry, registrants of any of the Commonwealth of Dominica .dm country code Top Level ("ccTLD") Domain names (".dm Domain name"), users of DOT DM hardware, name servers, bandwidth, telecommunications infrastructure, zone files or e-mail routing services whether provided directly by DOT DM, or made possible by DOT DM's facilitation of name resolution via the incorporation of a specific host record in the .dm zone.

This AUP *does not* apply to registration of .dm Domain names or to disputes between Users and any third parties in relation to infringement of any rights of such third parties arising from the initial registration of .dm Domain names. This AUP *does* govern the acceptable use of the DOT DM Network after an application to register a .dm domain name has been accepted.

DOT DM reserves the right to modify or update this AUP at any time and any such modifications or restatements shall be posted on DOT DM's website at <http://www.nic.dm> from time to time. DOT DM will use its best commercial efforts to inform designated contacts via email in the event of changes to DOT DM policy.

A. INTRODUCTION

- DOT DM supports the free flow of information and ideas over the Internet. Accordingly, DOT DM does not actively screen or monitor, nor does it exercise editorial control over the content of any message or web site made accessible by the DOT DM Network.
- DOT DM reserves the right to remove access to any data or materials that are potentially illegal, constitute copyright infringement, may subject DOT DM to liability, or otherwise violate this AUP. DOT DM reserves the right to determine in its sole discretion whether any use of the DOT DM network or a .dm Domain name is a violation of this policy.
- Users of the DOT DM Network are obliged and required to ensure that their use of a .dm Domain name or the DOT DM Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or regulations.
- This AUP should be read in conjunction with the DOT DM *Registration Agreement, Dispute Policy, Privacy Policy* and other applicable Agreements or Policies.

B. REPRESENTATIONS & WARRANTIES

By applying to register a .dm Domain name, or by asking us to maintain or renew a .dm Domain name registration, a User represents and warrants to DOT DM that (a) the statements made by a Registrant in its Registration Agreement are complete and accurate; (b) to the Registrant's knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party; (c) the Registrant is not registering the domain name for an unlawful purpose; and (d) the Registrant will not knowingly use the domain name in violation of any applicable laws or regulations. It is a User's responsibility to determine whether its domain name registration infringes or violates someone else's rights.

C. ACCEPTABLE USE

An "Acceptable use" of the DOT DM Network or a .dm Domain name is a use which is expressly permitted by the provisions of this AUP and in accordance with the requirements of this AUP. The requirements of use of the DOT DM Network and .dm domain names in relation to various purposes and activities are as follows, and registration of a .dm Domain name may be cancelled or suspended for any breach of or non-compliance with the following requirements:

1. COMPLIANCE WITH LAW

- 1.1** The DOT DM Network and .dm Domain names must only be used for lawful purposes. The creation, transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This may include, but is not limited to, the following:
- (1) Communication, publication or distribution of material that clearly infringes the intellectual and industrial property of another person. Intellectual property includes, but is not limited to: copyright (including future copyright), design rights, patents, patent applications, and trade marks.
 - (2) Use of a .dm Domain name in circumstances in which:
 - (a) The .dm Domain name is identical or confusingly similar to a personal name, company, business or other legal or trading name as registered, trade mark or service mark in which a third party complainant has uncontested rights, including without limitation in circumstances in which:
 - (i) The use is intended to deceive or confuse others in relation to goods or services for which a trade mark is registered, or in respect of similar goods or

closely related services, against the wishes of the registered proprietor of the trade mark; or

- (ii) The use is an attempt to deceive or confuse others in relation to goods or services in respect of which an unregistered trade mark 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, against the wishes of the third party complainant; or
 - (iii) The use is an attempt to trade on or pass-off the .dm domain name as being the same as or endorsed, authorized, associated or affiliated with the established business, name or reputation of another; or
 - (iv) The use constitutes intentionally misleading or deceptive conduct in breach of the laws of the Commonwealth of Dominica; and
- (b) The .dm Domain name has been used in bad faith, including without limitation the following:
- (i) The User has used the .dm Domain name primarily for the purpose of disrupting the business or activities of another person; or
 - (ii) By using the .dm Domain name, the User has intentionally attempted to attract, for commercial gain, internet users to a website or other online location, by creating a likelihood of confusion with the third party complainant's name or mark as to the source, sponsorship, affiliation, or endorsement of that website or location or of a product or service on that website or location.
- (3) Communication, publication or distribution of registered and unregistered know-how, confidential information and trade secrets.
- (4) Communication, publication or distribution, either directly or by way of embedded links, of images or materials where that communication, publication or distribution would constitute a criminal offence pursuant to the Laws of the Commonwealth of Dominica or of prohibited content or potential prohibited content within the meaning of the

DOT DM Policies, including but not limited to pornographic material and images or materials that a reasonable person as a member of the community of the Commonwealth of Dominica or the Commonwealth of Dominica would consider to be obscene or indecent or any data that is or has been intentionally constructed to be manipulated into obscene or indecent images or material, whether incorporated directly into a .dm web site utilizing a .dm Domain name, or made accessible via a link on a .dm Domain or website using a .dm Domain name.

- (5) Communication, publication or distribution of prohibited content or potential prohibited content within the meaning of the relevant Commonwealth of Dominica Authority, by way of embedded links in unsolicited email, postings to news groups, internet forums, notices to instant messaging programs, where the internet user is not explicitly made aware that by clicking on the link they would be directly exposed to prohibited content or potential prohibited content.
- (6) Communication, publication or distribution of defamatory material or material that constitutes racial vilification.
- (7) Communication, publication or distribution of material that constitutes an illegal threat or encourages conduct that may constitute a criminal offence.
- (8) Communication, publication or distribution of material that is in contempt of the orders of a court or other judicial body.
- (9) Use, communication, publication or distribution of software, technical information or other data that violates export control laws..
- (10) Use, communication, publication or distribution of confidential or personal information or data which violates any right of privacy including confidential or personal information about persons that is collected without their knowledge or consent.

2. ELECTRONIC MAIL

2.1 DOT DM expressly prohibits Users of the DOT DM Network from engaging in the following activities:

- (1) Communicating, transmitting or sending unsolicited bulk e-mail messages or other electronic communications ("junk mail" or "Spam") of any kind including, but not limited to, unsolicited

commercial advertising, informational announcements, and political or religious tracts. 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 e-mails, then any further e-mail messages or other electronic communications would in such event constitute Spam and violate the provisions and requirements of this AUP.

- (2) Communicating, transmitting or sending any material by e-mail 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 or site with very large or numerous pieces of e-mail.
- (3) Communicating, transmitting, sending creating or forwarding fraudulent offers to sell or buy products, messages about "Make-Money Fast", "Pyramid" or "Ponzi" type schemes or similar schemes, and "chain letters" whether or not the recipient wishes to receive such messages.
- (4) Adding, removing, modifying or forging DOT DM 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 ("Spoofing").

3. DISRUPTION OF DOT DM NETWORK

3.1 No-one may use the DOT DM Network or a .dm domain name for the purpose of:

- (1) Restricting or inhibiting any person, whether a customer of DOT DM or otherwise, in its use or enjoyment of the DOT DM Network or a .dm domain name or any service or product of DOT DM.
- (2) Actually or purportedly reselling DOT DM services and products without the prior written consent of DOT DM.
- (3) 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.
- (4) Providing false or misleading information to DOT DM or to any other party through the DOT DM Network.
- (5) Facilitating or aiding the transmission of confidential information, private or stolen data such as credit card information (without the owner's or cardholder's consent).

4. CONSUMER PROTECTION, FAIR TRADING

- 4.1** If the User is using a .dm Domain to sell goods or services over the Internet, it is required to provide clear links with sufficient and accurate contact details on such website so that consumers have the ability to contact the seller of such goods or services and so that customers and prospective customers are clearly advised of any territorial limitations on the offer, sale or provision of any goods or services offered, sold or provided, and of any applicable Laws in the Jurisdiction. In the event that a .dm Domain name registrant does not follow such laws, DOT DM will provide the contact details for the registrant in accordance with the DOT DM Privacy Policy.

5. NETWORK INTEGRITY AND SECURITY

- 5.1** Users are prohibited from circumventing or attempting to circumvent the security of any host, network or accounts ("cracking" or "hacking") on, related to, or accessed through the DOT DM Network. This includes, but is not limited to:

- (1) accessing data not intended for such user;
- (2) logging into a server or Account which such user is not expressly authorised to access;
- (3) falsifying a username or password;
- (4) probing the security of other networks;
- (5) executing any form of network monitoring which will intercept data not intended for such user.

- 5.2** Users are prohibited from effecting any network security breach or disruption of any Internet communications including, but not limited to:

- (1) accessing data of which such User is not an intended recipient;
or
- (2) logging onto a server or account which such User is not expressly authorised to access.

For the purposes of this section 5.2, "disruption" includes, but is not limited to:

- (i) port scans, ping floods, packet spoofing;
- (ii) forged routing information;
- (iii) deliberate attempts to overload a service, and attempts to "crash" a host;

- (iv) using the DOT DM Network in connection with the use of any program, script, command, or sending of messages to interfere with another user's terminal session by any means, locally or by the Internet.

5.3 Users who compromise or disrupt DOT DM Network systems or security may incur criminal or civil liability. DOT DM will investigate any such incidents and will cooperate with law enforcement agencies if a crime is suspected to have taken place.

D. NON-EXCLUSIVE, NON-EXHAUSTIVE

This AUP is intended to provide guidance as to what constitutes acceptable use of the DOT DM Network and of .dm Domain names. However, this AUP is not exhaustive. Therefore, if you desire to use the DOT DM Network for a purpose which is not expressly permitted in this AUP, then you should first obtain written consent by e-mail from DOT DM by sending a request to admin@dotdm.dm

E. COMPLAINTS

Persons who wish to notify DOT DM of abusive conduct in violation of this AUP may report the same pursuant to DOT DM Acceptable Use Policy Enforcement Procedure which is instituted by submitting to DOT DM a completed DOT DM Acceptable Use Policy Violation Complaint Form.

F. ENFORCEMENT

DOT DM may, in its sole discretion, suspend or terminate a User's service for violation of any of the requirements or provisions of the AUP at any time and without warning if DOT DM believes termination is necessary to prevent unlawful activity or protect the health safety or privacy of an individual or property. However, DOT DM attempts to work with Users to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating service.

G. LIMITATION OF LIABILITY

In no event shall DOT DM be liable to any User of the DOT DM Network, any customer, nor 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 DOT DM was advised of the possibility of such damages. DOT DM's liability for any breach of a condition or warranty implied shall be limited to the maximum extent possible as determined by DOT DM, in the case of services, to one of the following:

- (i) supplying the services again; or
- (ii) paying the cost of having the services supplied again.

H. REMOVAL OF CONTENT RESPONSIBILITY

At its sole discretion, DOT DM reserves the right to:

- (i) remove content, zone file data or other material from its servers provided by any person that violates the provisions or requirements of this AUP; or
- (ii) terminate access to the DOT DM Network by any person that DOT DM determines has violated the provisions or requirements of this AUP.

In any regard, DOT DM is not responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether access to such content or message was facilitated by the DOT DM Network. DOT DM does not have any duty to take any action with respect to such content or message by creating this AUP and Users of the DOT DM Network are obliged and required to ensure that their use of a .dm Domain name or the DOT DM Network is at all times in accordance with the requirements of this AUP and any applicable laws and/or regulations including the Laws of the Commonwealth of Dominica.