

Acceptable Use Policy

Version: 1.2 Last Updated: February 26 2013

This Acceptable Use Policy (the "AUP") governs the use of and sets forth the policies of Only Domains Limited relating to, the computer systems, hardware, servers, bandwidth, telecommunications transport, and e-mail routing provided by Only Domains Limited or its up line providers (referred to as the "System Infrastructure " herein). This AUP has been prepared to ensure the integrity, security, reliability and privacy of the System Infrastructure.

Only Domains Limited ("Only Domains") operates and manages a versatile domain web management and API system for the purpose of registering and managing gTLD and ccTLDs as well as a Web and Email hosting services for end users. Additional features will be added to the System Infrastructure in due course, and users will be advised of any new features that may affect the way the system is used.

No party may use, transmit data through, or invite any third party to transmit data through the System Infrastructure except in strict accordance with this AUP. The AUP is not a mechanism to resolve disputes between domain name registrants and third parties. To the contrary, the AUP sets forth only the permissible use of the System Infrastructure.

1. Introduction.

Only Domains supports the free flow of information and ideas over the Internet. Accordingly, Only Domains does not actively monitor, nor exercise editorial control over the content of any message or web site accessible through the System Infrastructure. However, Only Domains reserves the right to remove any materials that in its sole discretion, is potentially illegal, constitute copyright infringement, may subject Only Domains to liability, or affect the stability of the System Infrastructure or otherwise violate the AUP. This AUP should be read in conjunction with Registration Agreement, Terms & Conditions, uDRP Dispute Policy, and other applicable agreements or policies.

2. Compliance with Law; Respecting Rights.

No party shall post, transmit, re-transmit, distribute, promote, market, or store material on or through the System Infrastructure which

- (i) is threatening, abusive, hateful, obscene, indecent, or defamatory;
- (ii) Involves the exportation of software or technical information in violation of applicable export control laws;
- (iii) encourages conduct that may constitute a criminal offense;
- (iv) constitutes a copyright infringement; or
- (v) involves the transmission, distribution, or storage of information or data which on its face is in violation of any law or contains a virus.

3. Electronic Mail; Spam.

Only Domains expressly prohibits users of the System Infrastructure from engaging in the following activities:

- (a) Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("Spam"). No Person may use the System Infrastructure, and specifically Only Domain's hosted mail servers for sending Spam or any other type of unsolicited bulk mail messages. This includes, but is not limited to bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have expressly requested it. If a recipient asks to stop receiving such e-mail, then any further sending would constitute Spam and be would found to be in violation of this AUP.
- (b) Harassment, whether through language, frequency, or size of messages.
- (c) Creating or forwarding "make-money fast" type messages, "chain letters" or "pyramid schemes" of any type, whether or not the recipient wishes to receive such messages.
- (d) Malicious e-mail, including, but not limited to, flooding a user or site with very large or numerous pieces of e-mail.
- (e) Unauthorized use, or forging, of mail header information (i.e., spoofing).
- (f) Sending a large volume of emails from a shared hosted service which may affect the integrity or stability of the shared web and email hosting platform.

Failing to abide by these conditions may result in the immediate suspension of your domain name or hosted services.

4. Non-Interference with Only Domains' Products or Services.

No party may use the System Infrastructure for actions which restrict or inhibit any Person, whether an end user of Only Domains or otherwise, in its use or enjoyment of the System Infrastructure or any service or product of Only Domains. Additionally, no party may actually nor purportedly partner OnlyDomains services and products without the prior written consent of Only Domains.

5. Consumer Protection.

No party may use the System Infrastructure for any communications or activity which may involve deceptive marketing practices such as the fraudulent offering of products, items, or services. Moreover, no party may furnish false or misleading information to Only Domains or any other party through the System Infrastructure, nor shall any party use the System Infrastructure to facilitate the transmission of private or stolen data such as credit card information (without the cardholder's consent). Finally, any message or website accessible through the System Infrastructure shall prominently include the contact information (including e-mail address, physical mail address, and phone number) for the Person responsible for such message or website. Failing to provide verifiable details may result in the immediate suspension of your domain name or hosted services.

6. System Infrastructure Integrity.

No party may actually, nor attempt to circumvent user authentication or security of any host, network or accounts, or penetrate security measures ("hacking") on, related to, or accessed through our System Infrastructure. This includes, but is not limited to, accessing data not intended for such user, logging into a server or account for which such user is not expressly authorized to access, falsifying a username or password, probing the security of other networks, and executing any form of network monitoring which will intercept data not intended for such user.

Further, no party shall affect any security breach or disrupt any Internet communications including, but not limited to, accessing data of which such user is not an intended recipient or logging onto a server or account which such user is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, and attempts to "crash" a host. Finally, no party may utilize the System Infrastructure in connection with the use of any program, script, command, or sending of messages, designed to interfere with a user's terminal session, by any means, locally or by the Internet.

7. Non-Exclusive; Not Exhaustive.

No party may use the System Infrastructure for actions which restrict or inhibit any Person, whether an end user of Only Domains or otherwise, in its use or enjoyment of the System Infrastructure or any service or product of Only Domains. Additionally, no party may actually nor purportedly partner OnlyDomains services and products without the prior written consent of Only Domains.

8. Complaints.

Persons who wish to notify Only Domains of abusive conduct in violation of the AUP may report the same pursuant to Only Domains' Acceptable Use Policy Enforcement Procedure which is instituted sending an email request to abuse@onlydomains.com. Complaints received will be acknowledged, however we can only act when we have received sufficient evidence.

9. Enforcement.

Only Domains may at its sole discretion, suspend or terminate a customer's service for violation of any of AUP at any time and without warning. However, Only Domains will attempt to work with customers to cure violations and to ensure that there is no re-occurrence of the violation prior to terminating its service.

10. Limitation of Liability.

In no event shall Only Domains be liable to any user of the System Infrastructure, 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 Only Domains was advised of the possibility of such damages.

11. Modification; Amendment.

Only Domains reserves the right to modify or re-state the AUP at any time and any such modifications or restatements shall be deemed effective ten (10) days after such revisions or restatements are posted on the Only Domains web site at: <http://www.onlydomains.com/>

12. Removal of Content; Responsibility.

At its sole discretion, Only Domains reserves the right to remove content or other material from its servers posted by or terminate access to the System Infrastructure for any legal or natural entity that Only Domains determines has violated this AUP. In any regard, Only Domains or any of its up line providers will not be held responsible for the content or message of any newsgroup posting, e-mail message, or web site regardless of whether such content or message was transmitted through the System Infrastructure. Only Domains does not create a duty to take any action with respect to such content or message by creating this AUP.