

# registration agreement

**Amended: 3 January 2014**

## **INTRODUCTION.**

In this Service Agreement ("Agreement"), "you" and "your" refer to each registrant ("Registrant") and "we", "us" and "our" refer to DotCooperation LLC or DotCoop ("Sponsor"). This Agreement, including the .coop Charter (Attachment A) that is incorporated into this Agreement, explains our obligations to you and your obligations to us in relation to your use of our services. Our primary website as referenced in this Agreement shall be located at [www.coop](http://www.coop).

## **FEES, PAYMENT AND TERM OF SERVICE.**

As consideration for the services you have selected, you agree to pay Sponsor through your selected .coop accredited registrar the applicable service(s) fees at the time of your selection. All fees are due immediately and are non-refundable. Unless otherwise specified, each Sponsor service is for a one-year through ten-year initial term and renewable in perpetuity thereafter for successive one-year through ten-year terms. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, our acceptance of your domain name registration in our capacity as the Sponsor for .coop names.

## **ELIGIBILITY.**

As further consideration for the Sponsor service(s), you agree to:

1. provide certain current, complete and accurate information about you as required by the application process;
2. meet all eligibility requirements mandated by Sponsor for registration of a .coop name, as set forth in Attachment A hereto; and
3. maintain and update this information as needed to keep it current, complete and accurate.

We rely on accurate information provided by you to send you important information and notices regarding your account and our services, and to monitor whether .coop names are being used appropriately. In the event you are found not to be entitled to register a .coop domain name for failure to meet Sponsor eligibility requirements, you acknowledge and agree that the domain name may not be registered (and, if already registered, will be withdrawn).

You release Sponsor from any and all liability stemming from withdrawal of any domain name. Withdrawn .coop names will be returned to the pool of names available for registration.

### **PRIVACY POLICY.**

Our Privacy Policy located on our website and incorporated herein by reference, sets forth your and our rights and responsibilities with regard to your personal information. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our Privacy Policy and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. Subject to the requirements of our Privacy Policy, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Sponsor the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- i. the domain name(s) registered by you;
- ii. your organization name, postal address, authorized contact, email address, and voice telephone number;
- iii. the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical, administrative and billing contacts for your domain name(s);
- iv. the Internet protocol numbers of the nameserver(s) for such domain name(s);
- v. the corresponding names of those nameservers;
- vi. the original creation date of the registration;
- vii. the expiration date of the registration; and
- viii. other information as required by our .coop Sponsored TLD Agreement with ICANN.

### **APPLICABLE POLICIES.**

You agree to adhere to the .coop policies set forth on our website, including but not limited to the following:

- Bulk Registration Offer Policy
- Dispute Policy

- Domain Name Category Policy
- Privacy Policy
- Transfer Policy & Supplement Policy for Disputes
- Third Level Domain Policy
- Verification Policy

You agree that we, in our sole discretion, may create new policies and modify any existing policy. We will post any such new or revised policy on our website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after creation of or modifications to a policy become effective, you have agreed to these additions or modifications. You acknowledge that if you do not agree to any such addition or modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

#### **MODIFICATIONS TO AGREEMENT.**

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

1. revise the terms and conditions of this Agreement (and its Attachment);
2. change the services provided under this Agreement at any time.

Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on our Sponsor website, or upon notification to you by email. You agree to periodically review our website, including the current version of this Agreement available on our website, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail (support@nic.coop) or mail addressed as follows, Attention: Carolyn Hoover, Director – DotCooperation LLC, 1401 New York Avenue, NW, Suite 1100, Washington, DC 20005. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use Sponsor services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by any agent, representative or employee of any third party that you may use to apply for our services.

#### **MODIFICATIONS TO YOUR ACCOUNT.**

Modifications to your Account must be submitted and maintained through your .coop-accredited registrar.

**DOMAIN NAME DISPUTES.**

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our then current Dispute Policy.

**NOTICES AND ANNOUNCEMENTS.**

You authorize us to notify you of information that is necessary for maintenance of your registration. If you do not wish to receive certain informational bulk email notices or announcements, you will notify us of this request using email to support@nic.coop. We will remove you from the mailing list within 10 days of the receipt of the request.

**LIMITATION OF LIABILITY.**

You agree that our entire liability, and your exclusive remedy, with respect to any Sponsor service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Sponsor and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Sponsor services or for the cost of procurement of substitute services. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your Account Number or Password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the withdrawal of your domain name for failure to meet our eligibility requirements; (7) loss or liability resulting from the development or interruption of your website; (8) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; or (9) loss or liability as a result of the application of our Dispute Policy.

**INDEMNITY.**

You agree to release, indemnify, and hold Sponsor, in our capacity as the registry, and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns, harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Sponsor services provided hereunder or your use of the Sponsor services, including without limitation infringement or dilution by you, or someone else using our service(s) from your

computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

#### **BREACH.**

You agree that your failure to abide by any provision of this Agreement, any Sponsor operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement then we may delete the registration or reservation of your domain name and/or terminate the other Sponsor service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

#### **REPRESENTATIONS AND WARRANTIES.**

You agree and warrant that: (i) the information that you provide to us during the application process to register your domain name or to apply for other Sponsor service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use (or permit others to use) such domain name will directly or indirectly infringe the legal rights of a third party or contravene Sponsor policies, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, (v) you are not registering the domain name for an unlawful purpose, (vi) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (vii) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

#### **DISCLAIMER OF WARRANTIES.**

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**SEVERABILITY.**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

**ENTIRETY.**

You agree that this Agreement, the rules and policies publicly published by us on our website are the complete and exclusive agreement between you and us regarding our services. This Agreement and our currently published rules and Policies supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

**TRANSFER AND ASSIGNMENT.**

You may transfer your domain name registration to a third party of your choice, subject to the eligibility procedures and conditions found at our website, incorporated herein by reference. Your assignee must independently apply for registration of this domain name, be found to be eligible, and enter a registration contract with Sponsor and an accredited .coop registrar. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

**GOVERNING LAW.**

You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the District of Columbia, USA excluding its conflict of laws rules. Except for disputes concerning or arising from your use of a domain name registered with us, you and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the District of Columbia. Only for disputes concerning or arising from your use of a domain name registered with us, you agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the District of Columbia and the courts of your domicile.

**AGREEMENT TO BE BOUND.**

By applying for a Sponsor service(s) through our online application process or by using the service(s) provided by Sponsor under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Sponsor.

## **Attachment A**

### **.COOP Charter**

The .coop TLD will be established to serve the needs of the international cooperative community ("Community"). It will be managed in accordance with the provisions of this charter ("Charter") and in the interests of the Community.

1. The Sponsor will be responsible for establishing registration requirements for the .coop TLD, provided that registrations shall be granted only to persons or entities that are defined in item 3 below.
2. For the purposes of this Charter, a "cooperative" is an organization meeting the definition and committed to the values and principles set forth in the Statement on the Co-operative Identity (see <http://ica.coop/en/what-co-op/co-operative-identity-values-principles>) adopted by the International Co-operative Alliance ("ICA"), as set forth below and as it may be revised from time to time.
3. Sponsor's policies may permit registration within the Community by the following:
  - a. members of the National Cooperative Business Association (NCBA), if otherwise eligible;
  - b. members of ICA, if otherwise eligible;
  - c. organizations formed as and/or considered cooperatives under applicable local law;
  - d. associations comprised of cooperatives;
  - e. organizations that are committed to the seven cooperative principles;
  - f. organizations that are majority controlled by cooperatives;
  - g. entities whose operations are principally dedicated to serving cooperatives; and
  - h. for no more than 5000 registrants, persons or entities whose use of a .coop domain name would, in the opinion of the DCLLC Board, advance the interests of the cooperative sector in general or would assist in the development of cooperatives worldwide.
4. The Sponsor may establish stricter requirements for registrants according to the requirements of policy-development set forth in the Sponsored TLD Sponsorship Agreement.
5. The Sponsor will promptly convey to ICANN any modifications that may be made to the definition of "cooperative" in the ICA Statement of Co-operative Identity.



## **From Statement of Co-operative Identity**

**Definition** - A co-operative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise.

**Values** - Co-operatives are based on the values of self-help, self-responsibility, democracy, equality, equity, and solidarity. In the tradition of their founders, co-operative members believe in the ethical values of honesty, openness, social responsibility, and caring for others.

**Principles** - The co-operative principles are guidelines by which co-operatives put their values into practice.

**1st Principle: Voluntary and Open Membership** - Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political, or religious discrimination.

**2nd Principle: Democratic Member Control** - Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote), and co-operatives at other levels are also organized in a democratic manner.

**3rd Principle: Member Economic Participation** - Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

**4th Principle: Autonomy and Independence** - Co-operatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

**5th Principle: Education, Training and Information** - Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general

public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

**6th Principle: Co-operation Among Co-operatives** - Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional, and international structures.

**7th Principle: Concern for Community** - Co-operatives work for the sustainable development of their communities through policies approved by their members.