

PRIVACY POLICY (REGISTRANT & USER DATA)

The Registry has developed and adopted this Privacy Policy (the "Policy") which is to be read together with other Registry Policies, the Registry-Registrar Agreement, the Registration Agreement, the Registry Agreement and all applicable ICANN policies, as amended from time to time. Unless the context or the Definitions for Policies document published on the Registry Website otherwise require, defined terms used in this Policy shall have the same meanings given to them in the Registry-Registrar Agreement.

Please note that the Registry may modify this Policy from time to time effective upon sixty (60) calendar days' notice to interested parties, including each Registrar, who will inform its Registrant(s) accordingly. Such changes will be available on the Registry Website or such other URL as the Registry may designate, which shall satisfy all notice requirements set forth in the Registry-Registrar Agreement. At any time after the notice period expires a user who accesses or uses the Registry Services will be bound by the effective Privacy Policy at that time.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY ACCESSING OR USING THE REGISTRY SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU SHALL NOT ACCESS OR USE THE REGISTRY SERVICES.

1. GENERAL STATEMENT

The Registry is committed to protecting the privacy of the Registrants and those making use of its Internet domain name Registry Services. The Registry will handle Personal Data provided to it by the Registrar and the Registrant(s) in accordance with this Privacy Policy.

2. EXTERNAL WEBSITES

The Registry Website above and the Registry Services may contain links to external websites. The Registry is not responsible for and cannot control the content or privacy practices of other entities. These entities may have their own privacy policies and the Registry does not accept any responsibility or liability for these policies.

Each Registrar shall and shall procure that each Registrant shall check these policies before submitting any Personal Data to their websites.

3. SUNRISE REGISTRATIONS

The transmission of information via the Internet is not completely secure. Further, communicating via the Internet and other electronic means necessarily involves Personal Data passing through or being handled by third parties such as Internet service providers. Although the Registry will take reasonable steps to protect Personal Data, the Registry cannot guarantee the security of the information transmitted and any transmission of information is at the user's own risk.

4. INFORMATION COLLECTED AND WHOIS SERVICE

- 4.1. The Registry collects certain data from its Registrar. Such data includes domain name registration information provided by the Registrants to their registrars, including, but not limited to: registered domain name, name server delegation, Registrant's name, administrative and technical contact names, address, phone number, email address, and IP address (together, "WHOIS Data"). The Registry will comply with all requirements related to the accuracy of WHOIS Data under the Registry Agreement. However, the Registry cannot guarantee that all Personal Data received is accurate or up to date and will not, be responsible for any inaccuracies.
- 4.2. To support the security of the Internet and ensure continuity of service, the Registry is required to maintain a service that provides WHOIS Data (the "WHOIS Service"). The WHOIS Service is available to any Internet user, and its use does not require prior authorisation or permission. More information on the Registry's WHOIS Service is available in the Acceptable Use Policy and WHOIS Policy, all of which are available on the Registry Website.

5. OTHER USE OF AND ACCESS TO PERSONAL DATA

- 5.1. The Registry shall take reasonable steps to protect Personal Data from loss, misuse,

PRIVACY POLICY (REGISTRANT & USER DATA)

unauthorized disclosure, alteration, or destruction provided that it shall not be liable in the event of the loss, misuse, unauthorised disclosure, alteration or destruction of Personal Data. Personal Data supplied to the Registry will not be shared, sold, rented, or otherwise disclosed to any third parties outside of the Registry, except third parties assisting the Registry to perform statistical analysis or to improve its service or when the Registry has express permission or under special circumstances, such as when the Registry believes in good faith that disclosure is necessary to (i) comply with applicable law, rules and/or regulation; (ii) enforce or comply with agreements between the Registry and ICANN; (iii) enforce or comply with agreements between the Registry and each Registrar; (iv) comply with the Registry Policies and other policies adopted from time to time by the Registry and posted under “Policies” on the Registry Website; or (v) protect the rights, property, or personal safety of the Registry, its contracted parties, customers, or the public. The Registry may share zone file data (such as domain names and name servers) to third parties for lawful purposes and according to its Zone File Access Agreement. The Registry may also share Personal Data with vendors, escrow agents, consultants and other service providers (the “Service Providers”) engaged by or working with the Registry and who need access to such information to carry out their work for the Registry. The Registry is not responsible for the actions of the Service Providers or other third parties, nor is the Registry responsible for any additional information provided directly to these Service Providers or other third parties by any Registrar or the Registrant(s).

5.2. The Registry may from time to time use data submitted by the Registrar for statistical analysis and/or to improve its service, provided that any such analysis and/or improvement will not disclose any individual non-public Personal Data and such Personal Data is solely used for its business purposes.

6. PROTECTION OF PERSONAL DATA

The Registry has endeavoured to put in place and maintain reasonable security measures in an effort to protect the security of non-public personal

information while it is under the Registry’s control. Please be aware, however, that despite the Registry’s reasonable efforts, no security measures are perfect or impenetrable.

7. TRANSFER OF OWNERSHIP

The Registry reserves the right to assign or transfer ownership of the Registry, its subsidiaries, or the Registry Services (including the Personal Data collected by the Registry) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the Registry’s assets, or a subsidiary or line of business associated with the Registry. Such a transaction may involve the disclosure of Personal Data to prospective or actual purchasers.

8. CONTACT BY REGISTRY – OPT-OUT

From time to time, the Registry may notify You of new products, announcements, upgrades and updates. You may opt-out of any promotional mailings by sending an email with Your name to: compliance@bostonivy.co. The Registry reserves the right to send You emails related to business practices and systems operations, such as outage notifications and quota warnings, even if You have opted out of promotional mailings.

9. GOVERNING LAW

This Privacy Policy is in all respects governed by English law and the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes that may arise in relation thereto.

10. CONTACTING THE REGISTRY

Questions about this Policy or the Registry’s practices relating to the Registry Services, should be directed to the following address: compliance@bostonivy.co or such other email address as the Registry may direct in the future.

11. REGISTRY CONTACT

The Registry, Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA.