



.MOI LIMITED REGISTRATION PERIOD REGISTRATION POLICY

This .MOI Limited Registration Period Registration Policy (“Policy”) sets forth the terms under which we make limited registration available for the .MOI TLD. Please read it carefully. If you disagree with this Policy, or any part of it, you should not apply for a .MOI LRP Domain Name or you should cancel any registration of a .MOI LRP Domain Name that was issued under this Policy. We may modify or revise this Policy at any time without notice to you. Modifications or revisions to this Policy will be effective immediately after we post them on our website for the .MOI TLD. If you don’t withdraw or cancel your .MOI LRP Domain Name registration following the posting of changes to these terms, then you will be deemed to have accepted those changes.

SECTION 1 DEFINITIONS

1.1 The following terms (whether used in the singular or plural) used in this .MOI Registration Policy have the respective meanings set forth below. Capitalized terms used in this .MOI Registration Policy and not defined below have the meanings set forth in the Registry Agreement between ICANN and Registry Operator for the .MOI TLD effective December 18, 2014.

1.2 “Eligibility Criteria” means the specific requirements listed in Section 2.1 that a potential Registrant must satisfy to be eligible to register a .MOI domain name during that Limited Registration Period.

1.3 “ICANN” means the Internet Corporation for Assigned Names and Numbers, the website of which is currently accessible at www.icann.org.

1.4 “Limited Registration Period” or “LRP” means the registration period after the end of the Sunrise Period and before the start of General Registration.

1.5 “.MOI” means the .MOI TLD.

1.6 “.MOI LRP Domain Name” means a domain name applied for and registered in the .MOI TLD during a Limited Registration Period.

1.7 “.MOI Registry” means the registry for the .MOI TLD operated by Registry Operator.

1.8 “Registrant” (or “you” or “your”) means an individual or entity seeking to initiate registration of a .MOI Domain Name.

1.9 “Registrar” means an ICANN-accredited registrar that is a party to Registry Operator’s Registry-Registrar Agreement for the .MOI TLD.

1.10 “Registry Operator” (or “we” or “us”) means Amazon Registry Services, Inc.

1.11 “Registry Services Provider” means Neustar, Inc., the entity providing back-end technical services for the .MOI Registry.

SECTION 2 REGISTRATION ELIGIBILITY CRITERIA

2.1 During each Limited Registration Period, only Registrants that meet the Eligibility Criteria set by us for that Limited Registration Period may register a .MOI LRP Domain Name:

2.1.1 During Limited Registration Period 1, eligibility to register a .MOI LRP Domain Name is restricted to persons residing in or entities located in countries in Africa for which French is a primary language, or regularly in use, as listed on www.nic.moi.

2.1.2 During Limited Registration Period 2, eligibility to register a .MOI LRP Domain Name is restricted to persons residing in or entities located in countries in Africa or Europe for which French is a primary language, or regularly in use, as listed on www.nic.moi.

2.1.3 During Limited Registration Period 3, eligibility to register a .MOI LRP Domain Name is restricted to persons residing in or entities located in countries in Africa, Europe, North America, the Caribbean, and Oceania for which French is a primary language, or regularly in use, as listed on www.nic.moi.

2.2 Within the first year of registration a .MOI LRP Domain Name registration may be transferred to a new Registrant, provided that the new Registrant fulfills the LRP Eligibility Criteria under which you registered the .MOI LRP Domain Name.

2.3 We reserve the right, for any reason and in our sole discretion, to (a) periodically verify .MOI LRP Domain Name registration Eligibility Criteria; and (b) suspend, cancel, revoke, or take any other action we deem necessary with respect to a .MOI LRP Domain Name registration if we determine that the registration or use of such domain name violates these registration Eligibility Criteria. Questions about any determination by us as to .MOI LRP Domain Name registration Eligibility Criteria should be directed to moi-customer-support@amazon.com .

SECTION 3 REGISTRATION TERMS AND CONDITIONS

3.1 Your submission of an application for a .MOI LRP Domain Name or maintenance or renewal of a registration of a .MOI LRP Domain Name means you accept the following terms and conditions of the .MOI LRP Registration Policy:

- 3.1.1** You have read and understood, and agreed to be bound by this .MOI LRP Registration Policy;
- 3.1.2** You represent and warrant that you meet the .MOI LRP Domain Name Eligibility Criteria for the relevant LRP, as set forth in Section 2.1;
- 3.1.3** You represent and warrant that you are of legal capacity and authority to enter into a .MOI LRP Domain Name registration agreement;
- 3.1.4** You acknowledge and agree that registration of a .MOI LRP Domain Name provides you with a temporary, revocable, and non-transferrable license to register that domain name, and you agree that your registration and use of a .MOI LRP Domain Name including any related website or other online presence may be monitored or analyzed by us;
- 3.1.5** You agree that our WHOIS data requirements require you to provide your complete, accurate, and current contact details in order to register and/or maintain a registration of a .MOI LRP Domain Name; you also agree that we may publish these contact details or provide them to third parties;
- 3.1.6** You agree to immediately (but at least within 48 hours of any change) update your contact details by submitting a written notification to us and to certify their accuracy annually:
 - 3.1.6.1** You agree that any proposed change or update to your contact details may be subject, in our discretion, to prior approval by us;
 - 3.1.6.2** We reserve the right to periodically verify your contact details, and to cancel, suspend, or revoke your .MOI LRP Domain Name registration for any non-compliance with this .MOI LRP Registration Policy including your obligation to provide accurate and current contact details and to remain compliant with the Eligibility Criteria in Section 2.1;
 - 3.1.6.3** You agree to indemnify and hold us harmless for any communication failure due to your provision of inaccurate contact details; and
 - 3.1.6.4** You understand that we disclaim all liability for any communication failure due to your provision of inaccurate contact details;
- 3.1.7** You acknowledge and agree to our Acceptable Use Policy, which is accessible at www.nic.moi;

3.1.8 You agree to the applicability of ICANN-mandated Rights Protection Mechanisms, including:

3.1.8.1 the Uniform Domain Name Dispute Resolution Policy (“UDRP”), which is accessible at <https://www.icann.org/resources/pages/help/dndr/udrp-en>; and

3.1.8.2 the Uniform Rapid Suspension system (“URS”), which is accessible at <http://newgtlds.icann.org/en/applicants/urs>.

3.1.9 By registering a .MOI LRP Domain Name, or by asking us to maintain or renew a .MOI LRP Domain Name registration, you agree to employ any security protocols we determine are appropriate.

SECTION 4 .MOI LRP DOMAIN NAME REQUIREMENTS

Each .MOI LRP Domain Name must meet all of the following criteria:

- 4.1 It must be a minimum of 1 character and a maximum of 63 characters.
- 4.2 It must not start or end with a hyphen, but must start and end with an alphanumeric character.
- 4.3 It must not include a hyphen in the third or fourth position unless it represents a valid Internationalized Domain Name in its ASCII encoding.
- 4.4 It must contain only numbers (0-9), letters, (a-z), and hyphens, or any combination of these elements.
- 4.5 It must not be a Reserved Name as set forth in Section 5.
- 4.6 A valid Internationalized Domain Name must be in a language script supported by Registry Operator.
- 4.7 It must comply with any additional rules and policies adopted by us for the .MOI TLD.

SECTION 5 RESERVED NAMES, BLOCKED NAMES, PREMIUM NAMES

5.1 During Limited Registration Period, we may withhold, allocate to ourselves, restrict, or block certain domain names from registration.

5.2 We will reserve (withhold from registration or allocate to ourselves) names required or permitted to be reserved under Specification 5 to the .MOI Registry Agreement (“Reserved Names”).

5.3 We may reserve certain premium names for later release by us at our sole discretion (“Premium Names”).

5.4 At our sole discretion, we may block certain names from registration (“Blocked Names”).

SECTION 6 ALLOCATION

6.1 If the .MOI LRP Domain Name eligibility requirements set out in Section 2 and the .MOI LRP Domain Name Requirements in Section 4 are satisfied and the appropriate fees are paid, your Registrar will proceed with registration of your .MOI LRP Domain Name.

6.2 At the end of the registration period for your .MOI LRP Domain Name the Registrar may renew your .MOI LRP Domain Name registration on the basis of an agreed standing renewal order between you and your Registrar. If your .MOI LRP Domain Name registration is renewed, the Registrar will collect any applicable renewal fees from you.

6.3 If at any point before the registration expiration date you no longer wish to maintain your .MOI LRP Domain Name registration, you should contact your Registrar to cancel the registration. Please note that if you cancel your .MOI LRP Domain Name registration, we are under no obligation to make that domain name available for your future registration.

6.4 You may instruct an agent or representative to act on your behalf to register a .MOI LRP Domain Name, and all instructions from a duly authorized agent or representative shall be deemed to be given by you. We are not liable for any losses suffered in connection with our acting on these instructions.

6.5 We will allocate the .MOI LRP Domain Name applied for under this Registration Policy unless (i) the applied-for .MOI LRP Domain Name is unavailable; (ii) the applied-for .MOI LRP Domain Name is a Reserved Name, Blocked Name, or Premium Name; or (iii) Registrar’s ability to submit applications under this Registration Policy has been suspended pursuant to the Registry-Registrar Agreement between us and Registrar.

SECTION 7 ABUSE PREVENTION AND MITIGATION

7.1 We will not tolerate abusive or malicious conduct in the .MOI TLD. In addition to any monitoring we may undertake to prevent abusive or malicious conduct, we have established an Abuse Point of Contact for handling complaints or concerns related to any such conduct, which shall also include investigation of and a response to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the .MOI TLD. Our Acceptable Use Policy, with which you’ve agreed by registering or using a .MOI LRP Domain Name that you’ve registered, describes the use of a domain name that we deem abusive. In the event of a conflict between this Registration Policy and the currently-posted Acceptable Use Policy, the Acceptable Use Policy for .MOI will prevail. The Acceptable Use Policy can be found at www.nic.moi.

7.2 We or our Registry Services Provider may remove orphan glue records (see www.icann.org/en/committees/security/sac048.pdf) when provided with written evidence that such records are present in connection with malicious conduct.

7.3 If it appears that a .MOI LRP Domain Name is being used to threaten the stability or security of the .MOI TLD, is part of a real-time investigation by law enforcement, or it is necessary to further our efforts aimed at abuse prevention and mitigation, we may, either on our own initiative or at the request of a third party, suspend or lock your domain name registration pending resolution of any such suspected violation or initiate a rapid takedown process or request the Registrar to take one or more of these, or equivalent, actions.

7.4 In the event a rapid takedown process is initiated, we may, after assessment, ask the Registrar to cooperate in taking the subject domain name down (by locking or suspending the domain name, or placing it on hold or deleting it). In our sole discretion, we may place the subject domain name on “ServerHold” or any other status we deem necessary or appropriate.

7.5 Inquiries, whether from law enforcement or the general public, related to alleged abusive or malicious conduct in the .MOI TLD should be directed to the .MOI Abuse Point of Contact. Complaints may also concern WHOIS information accuracy, or concerns that a .MOI LRP Domain Name registration violating the .MOI Acceptable Use Policy or otherwise engaged in activity contrary to applicable law.

7.6 Notices to the .MOI Abuse Point of Contact and any other notices can be sent by e-mail to: moi-abuse@amazon.com, or by mail at: Amazon Registry Services, 410 Terry Avenue North, Seattle, WA 98109 USA.

SECTION 8 DATA AND PRIVACY

8.1 By applying to register a .MOI LRP Domain Name, or by asking us to maintain or renew a domain name registration, you agree to our Privacy Policy found at www.nic.moi

8.2 You agree to our WHOIS data requirements outlined in sections 3.1.5 and 3.1.6 which require you to provide your complete, accurate, and current contact details in order to register a .MOI LRP Domain Name. You also agree that, pursuant to our contractual obligations to ICANN or for any reason determined appropriate in our sole discretion, we may publish these contact details or provide them to third parties.

8.3 You also agree that ICANN may conduct WHOIS verification and checks on a statistically significant basis to identify registrations with deliberately false, inaccurate or incomplete WHOIS data which may result in the Registrar contacting you to solicit accurate and complete WHOIS contact information.

SECTION 9 APPLICABLE LAW AND DISPUTES

9.1 By submitting an application for a .MOI LRP Domain Name or maintaining or renewing a registration of a .MOI LRP Domain Name, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this .MOI Limited Registration Period Registration Policy and any dispute of any sort that might arise between you and us.

9.2 **Any dispute or claim relating in any way to your registration, maintenance, or renewal of a .MOI LRP Domain Name and us will be resolved by binding arbitration, rather than in court, except**

that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this .MOI LRP Limited Registration Period Registration Policy as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Amazon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

SECTION 10 LIMITATION OF LIABILITY AND INDEMNITY

10.1 Under no circumstances shall we be liable to you (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise) for: (a) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or (b) any incidental or consequential loss or damage whatsoever arising under or in relation to this .MOI Limited Registration Period Registration Policy.

10.2 Under no circumstances shall the total aggregate liability of us or our Affiliates to you (however arising) under or in relation to this .MOI Limited Registration Period Registration Policy, including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise, exceed a sum equal to one hundred percent (100%) of the total domain name registrations fees paid by you.

10.3 You agree to indemnify, defend, and hold harmless us and our respective Affiliates, officers, directors, advisers, agents, employees, representatives, successors and assigns against any and all claims or other proceeding arising out of or in connection with use of the .MOI Limited Registration Period Registration Policy for (a) your breach of this .MOI Limited Registration Period Registration Policy; or (b) any claim relating to the infringement of a third party's intellectual property rights.

SECTION 11 GENERAL TERMS AND CONDITIONS

11.1 If any provision, or part of a provision, of this .MOI Limited Registration Period Registration Policy is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this .MOI Limited Registration Period Registration Policy, and the legality, validity or enforceability of the remainder of the provisions of this .MOI Limited Registration Period Registration Policy shall not be affected, unless otherwise required by operation of applicable law.

11.2 This .MOI Limited Registration Period Registration Policy, and the Acceptable Use Policy which is incorporated by reference, constitutes the entire agreement between you and us in relation to the use of a .MOI LRP Domain Name, and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

11.3 The waiver by us of a breach of any provision of this .MOI Limited Registration Period Registration Policy will not operate to be interpreted as a waiver of any other or subsequent breach.

SECTION 12 RESERVATION OF RIGHTS

We reserve the right to reject a .MOI LRP Domain Name application or to delete, revoke, cancel, suspend or transfer a .MOI LRP Domain Name registration (i) to protect the integrity and stability of our operation or the security and stability of the internet; (ii) to correct errors made in connection with a LRP Registration by the Registrar or us; (iii) to enforce ICANN requirements and our policies; (iv) that is not supported by accurate and complete information; (v) to abide by applicable laws, regulations, or policies; or any order or decision by a court or administrative authority of competent jurisdiction; (v) as provided in the Registrar's terms and conditions or the Registry-Registrar Agreement between us and Registrar; (vi) to establish, assert or defend the legal rights of us or a third party or to avoid liability by or damage to us; or (vii) as otherwise deemed necessary by us.