

# .MOTO Registration Data Directory Service ("RDDS") Terms of Service

Last modified: September 25, 2018

#### Introduction

The Registration Data Directory Service ("RDDS") is a query-based protocol used to look up certain information related to domain names, including the name and contact information of a particular domain name registrant, the domain name registrar and the name servers for the domain name, among other information. This information is provided by the registrant of each domain name, and it is the registrant's responsibility to ensure that its information is complete and accurate, including updating their information if a change has occurred to the information provided.

Motorola provides access to its RDDS Database ("RDDS Database") solely for informational purposes, to assist you in obtaining information about the domain names registered in our TLD. Our RDDS Database only contains information related to domain names that are currently registered within the TLD operated by Motorola.

#### Using Our RDDS Database Query Services and RDDS Data

By querying our RDDS Database, you are agreeing to comply with these terms so please read them carefully.

You shall not misuse the RDDS Database. It is intended solely for query-based access.

You shall not use the RDDS Database to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations. You shall not access our RDDS Database through the use of high volume, automated electronic processes that send queries or data to the systems of Motorola or any ICANN-accredited registrar. You shall not use the RDDS Database to interrupt, disrupt, or interfere in the normal business operations of any registrant. You shall only use the information contained in the RDDS Database for lawful purposes.

We record certain details about queries to our RDDS Database for the purposes of detecting and preventing misuse. We reserve the right to restrict or deny your access to the database if you fail to comply with these terms, or to ensure the operational stability of the RDDS Database. Standard RDDS database searches, including ours, are strictly rate limited for unidentified third parties, which helps to prevent data mining and other abuses of this system.

## **Intellectual Property Protection**

Using our RDDS Database does not give you ownership of any intellectual property or other proprietary rights in the RDDS Database or the content that you access. Do not compile, repackage, disseminate, or otherwise use the information contained in the RDDS Database in its entirety, or in any substantial portion, without our prior written permission.



## **Suspending or Terminating Access**

We may suspend or stop providing our RDDS Database to you if you do not comply with these terms, when we are investigating suspected misconduct, or to ensure the operational stability of the RDDS Database. If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

## **Our Warranties and Disclaimers**

We provide our RDDS Database using a commercially reasonable level of skill and care, but there are certain things that we do not promise.

Our RDDS Database displays some content that is not Motorola's. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, but that does not necessarily mean that we review all content, so please do not assume that we do. In addition, Motorola may be required to redact certain information that might otherwise be available in the RDDS Database, pursuant to ICANN requirements or applicable laws.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS, NEITHER MOTOROLA, NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE RDDS DATABASE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE INFORMATION WITHIN THE RDDS DATABASE, THE SPECIFIC FUNCTION OF THE RDDS DATABASE, OR ITS RELIABILITY, OR ITS ABILITY TO MEET YOUR NEEDS. WE PROVIDE IT "AS IS," AND WE DO NOT GUARANTEE THE ACCURACY OF THE INFORMATION WITHIN THE RDDS DATABASE.

If you believe that certain registration data is incorrect you can make a complaint by email to <u>motorola@winterfeldt.law</u>. We will investigate all complaints to check compliance with our Domain Name Registration Policy.

# **About These Terms**

We may modify these terms at any time without prior notice, for example to reflect changes in the law or changes to the RDDS Database. We will post notice of modifications to these terms on our NIC.MOTO webpage or this webpage, so please periodically check for updates.

For information about how to contact Motorola, please visit our contact page.