.MOTO Domain Name Registration Policy

I. Introduction

The mission and purpose of the .MOTO Top Level Domain ("TLD") is to provide a dedicated, trusted, hierarchical, and intuitive domain space in which Motorola ("Registry Operator"), its qualified Affiliates, and its Trademark Licensees, as hereinafter defined, can enact second-level domains that offer content, products and/or services that develop or promote the Motorola ecosystem, and provide Motorola with greater ability to categorize its locations online, and in-turn provide a more recognizable, branded, trusted web space to the general Internet population. This Domain Name Registration Policy (the "Registration Policy") sets forth the process for registering domain names in the TLD, including eligibility criteria, naming conventions, verification and annual certification of eligibility, and dispute resolution, among other requirements, limitations, rights and obligations in connection with registration of domain names in the TLD.

II. Definitions

For the purposes of this Registration Policy, Registry Operator utilizes the following definitions:

1. **Affiliate** means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, Motorola.

2. **Applicable Law** means, for all countries, all national, federal, state, provincial and local: (i) common law, statutes, ordinances, regulations, and codes (collectively, "Laws") and (ii) orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator (collectively, "Regulations"), that are applicable to Registry Operator and its Affiliates and Trademark Licensees. Without limiting the foregoing, Applicable Law specifically includes, for all countries: (a) all Laws or Regulations addressing unfair, deceptive or abusive acts or practices, money laundering, or economic sanctions, (b) all data protection and privacy Laws and Regulations applicable to the processing of personal data of natural persons, and (c) all bribery, fraud, kickback or similar anti-corruption Laws or Regulations.

3. **Applicant** means an individual, company or organization that applies to register a domain name in the .MOTO TLD via a Registrar authorized to register and manage domain names in the .MOTO TLD.

4. **Control** (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by

serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit management or otherwise.

5. **Registered Name** means a domain name within the Registry, whether consisting of two (2) or more (e.g., john.smith.name) levels, about which Motorola (or an Affiliate or subcontractor thereof engaged in providing registry services) maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

6. **Registered Name Holder** means the person or entity to which a Registered Name is allocated, specifically either Motorola, or an Affiliate or Trademark Licensee.

7. **Registrar** means an ICANN-accredited person or entity that contracts with Registered Name Holders and with Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

8. **Registry** means the .MOTO TLD, for which Motorola acts as the Registry Operator.

9. **Registry Agreement** means the Registry Agreement between Motorola and the Internet Corporation for Assigned Names and Numbers ("ICANN") dated as of 4 June 2015, for the operation of the Registry, as may be amended from time to time.

10. **Registry Database** means the database comprised of data about all domain names within the Registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Registration Data Directory Service ("RDDS") queries, for some or all of those names.

11. **Registry Operator** means the person or entity responsible for providing registry services for the TLD, pursuant to the Registry Agreement with ICANN, namely Motorola.

12. **Reserved Name** means a domain name that is either (i) withheld by Registry Operator from registration or allocation, (ii) allocated to Registry Operator, but not made available to third parties to register, delegate, use, activate in the DNS, or (iii) otherwise blocked by Registry Operator.

13. **TLD** means the .MOTO TLD.

14. **Trademark Licensee** means any corporation, partnership, limited liability company or similar legal entity (and not a person) that has a written trademark license agreement with Registry Operator or

its Affiliate, for use of the registered trademark owned by Registry Operator or its Affiliate, the textual elements of which correspond exactly to the .MOTO TLD, where:

a.   Such license is valid under Applicable Law;

b. Such license is for the use of such trademark in the regular course of business outside the provision of domain name registry services, and is not primarily for the purpose of enabling registration or use of domain names in the Registry;

c. Such trademark is used continuously; and

d. The domain names in the Registry, registered to the Trademark Licensee, are required to be used for promotion, support, distribution, sales or other services reasonably related to any of the goods and services identified in the trademark registration.

III.   **Domain Name Registration Procedure**

A.   **Eligibility Check**

Registry Operator is responsible for operating the Registry pursuant to the Registry Agreement.

Under the Registry Agreement, and more specifically Specification Thirteen appended thereto, only Registry Operator, its Affiliates and Trademark Licensees are permitted to register domain names in the Registry. For the avoidance of doubt, agents and representatives acting on behalf of Registry Operator, its Affiliate or Trademark Licensee may apply for domain names in the Registry on behalf of these entities. In addition, all information used to apply for and register a domain name in the TLD must consist exclusively of information of a legal entity and must not contain any personal data of any natural persons.

Registry Operator will determine, in its sole discretion, who is eligible to register domain names in the Registry. Registry Operator will implement an eligibility check to determine which domain names will be registered in the Registry, and which Affiliates and Trademark Licensees will be eligible to register or control the DNS records associated with domain names in the Registry.

When an application for a domain name is received by Registry Operator from Registrar, Registry Operator will review the application and determine whether the Applicant is an authorized agent of Registry Operator, an Affiliate, or a Trademark Licensee, based on Registry Operator's internal business records and other pertinent non-public information regarding its corporate structure and licensing partners.

Registry Operator reserves the right to periodically re-verify eligibility of all Registered Name Holders to maintain domain name registrations. Registry Operator further reserves the right to suspend, revoke, transfer, or cancel, a domain name registration if Registry Operator determines, in its sole discretion, that the Registered Name Holder no longer satisfies its eligibility criteria.

B.   Naming Conventions Check

Domain names in the Registry must meet all of the following naming conventions, they must:

1. Be at least one (1) character and no more than sixty-three (63) characters in length;
2. Not contain a hyphen at the third (3rd) or fourth (4th) positions, unless corresponding to a valid Internationalized Domain Name (IDN) in ASCII encoding (e.g. "xn--ndk061n").
3. Contain only letters (a - z), numbers (0 - 9), and hyphens (except as prohibited above), or a combination thereof;
4. Start and end with an alphanumeric character, not a hyphen; and
5. Not be a Reserved Name.

Registry Operator reserves the right to revise its naming conventions, in its sole discretion.

C.   Acceptable Use Check

Upon registering a domain name in the Registry, and upon renewal of a Registered Name in the Registry, the prospective Registered Name Holder will represent and warrant that its registration will at all times comply with this Registration Policy and any other applicable terms and conditions.
Registry Operator reserves the right to review each domain name at the time of registration, and at the time of renewal, to ensure that the name complies with, or continues to comply with, internal policies governing the registration of domain names in the Registry, including this Registration Policy and the Registry Operator's Acceptable Use Policy.

Registry Operator further reserves the right to periodically review a Registered Name Holder's compliance with this Registry Policy or any other applicable Registry policies, terms and conditions. Non-compliance may result in the suspension, cancellation, or transfer of a Registered Name, at Motorola's sole discretion.

D.   Allocation

Registry Operator will allocate domain names in the TLD to particular parties, regardless of whether or not the party has applied to be the Registered Name Holder of any particular domain name in the TLD, at Registry Operator's sole discretion. Any domain name to be allocated pursuant to this allocation

procedure must comport with this Registration Policy, including the eligibility criteria, naming conventions, and acceptable use requirements. The Registered Name Holder must comply with this Registration Policy and the terms of a registration agreement between Registrar and Registered Name Holder.

Domain names are only considered registered after the Registry Operator has approved a request for registration, the Registrar has placed the order for the registration, and the back-end registry service provider has added the domain name to the Registry as an allocated and activated Registered Name.

1. Term and Termination

All domain name registrations in the Registry shall be for a period from one (1) year to ten (10) years, with automatic renewals for additional one (1) year periods unless or until the Registered Name Holder requests the cancellation of the registration in writing to technical1@registry.godaddy at least thirty (30) calendar days prior to the renewal date, or until the registration is earlier terminated at the instruction of the Registry Operator, in its sole discretion.

Registry Operator is under no obligation to make any domain name that has not been renewed available again for registration.

2. Transfers

Registered Name Holders may not sell, distribute or transfer control or use of a Registered Name to any party that is not Registry Operator, or an Affiliate or Trademark Licensee of Registry Operator. Thus, any transfer of a Registered Name between Registered Name Holders must be approved by the Registry Operator through the Registrar in accordance with this Registration Policy.

For the avoidance of doubt, the proposed transferee must pass all eligibility, naming convention and acceptable use checks for the domain name at issue and proceed through allocation. Only upon successful completion of these checks will Registry Operator transfer the domain name at issue to the proposed transferee. Notwithstanding the foregoing, Registry Operator may reject an application to transfer a domain name for any reason in its sole discretion.

IV.   Internationalized Domain Names (IDNs)

Internationalized Domain Names (IDNs) permit the global Internet community to use a domain name in their native language or script. This is enabled by allowing domain names to have characters from different scripts, beyond the letters (a to z), digits (0 to 9) and hyphen (-), as encoded by the Unicode

standard and as allowed by relevant IDN protocols. Registry Operator supports IDNs in the TLD in the following languages/scripts:

Chinese, Danish, Finnish, French, German, Hungarian, Icelandic, Japanese, Korean, Latvian, Lithuanian, Norwegian, Polish, Portuguese, Spanish, Arabic, Italian, Russian and Swedish.

All naming conventions applicable to Registered Names in the TLD also apply to IDNs, unless otherwise stated.

V.   Reserved Names

The following terms are reserved from registration in the TLD:

1. Terms that ICANN requires be reserved from registration under the Registry Agreement, and in particular:

    a. The terms "EXAMPLE", "WWW", "RDDS", and "WHOIS" at all levels, which at Motorola's sole discretion shall be withheld from registration or allocated to Motorola;
    b. The term "NIC" at all levels, as this term shall be allocated to Motorola and activated for use in connection with the operation of the .MOTO TLD;
    c. All two-character labels not already approved by ICANN for release, until such time as these names are approved for release by ICANN;
    d. All country and territory names, as defined in the Registry Agreement, until such time as any of these names are approved by ICANN for release;
    e. International Olympic Committee and International Red Cross and Red Crescent Movement names, as defined in the Registry Agreement;
    f. Intergovernmental Organizations names, as defined in the Registry Agreement; and

2. Any additional terms reserved by Motorola in its sole discretion.

VI.   Annual Certification

Registry Operator will conduct periodic reviews from a sample size of all domain names in the Registry, at least once per calendar year, to ensure compliance with the terms of this Registration Policy and the Registry Agreement, including Specification Thirteen appended thereto.

VII.   Dispute Resolution

In the event that Motorola determines, in its sole discretion, that naming conventions, eligibility or acceptable use requirements, or any other requirements applicable to Registered Names in the TLD have not been satisfied, or are no longer satisfied, and determines to reject, suspend, cancel or transfer an application or Registered Name, then Applicants and Registered Name Holders may submit a request for reconsideration in writing to registry@comlaude.com. Requests for reconsideration must be submitted at least thirty (30) calendar days from the date of rejection, suspension, cancellation, or transfer of the domain name(s). Requests for reconsideration must establish, to Registry Operator's satisfaction, compliance with the applicable naming convention, acceptable use or eligibility, or other pertinent requirement(s). No Applicant or Registered Name Holder shall be entitled to any form of compensation or damages as a result of any rejection, suspension, cancellation or transfer of the domain name(s) by Registry Operator. All determinations are made at Registry Operator's sole discretion and not subject to any further appeal mechanism.

VIII. Rights Protection Mechanisms

Registry Operator will comply with all Rights Protection Mechanisms (RPMs) as defined in the Registry Agreement Specification 7, Article 2, as may be revised from time to time. Registered Name Holders agree to be bound by all applicable RPMs, including, but not necessarily limited to the:

1. Trademark Clearinghouse (including the Trademark Claims service);
2. Uniform Domain Name Dispute Resolution Policy (UDRP);
3. Uniform Rapid Suspension System (URS); and
4. Post-Delegation Dispute Resolution Procedure (PDDRP).

IX. Registration Data and Data Accuracy

A. Registration Data

Registry Operator and Registrar provide a publicly available RDDS database, where information about the status of all Registered Names can be found, including creation and expiry dates, and certain contact details pertaining to the Registered Name Holder, in accordance with Specification 4 of the Registry Agreement and other applicable ICANN requirements.

By registering a domain name in the TLD, all Registered Name Holders consent to the collection, processing, storage, use, publication, disclosure, and retention of all registration data provided in connection with the Registered Name. Consent to such data processing is further described in the relevant Registration Agreement to which each Registered Name is subject, and into which each Registered Name Holder enters upon being allocated a Registered Name within the TLD.

B. Data Accuracy

All Registered Name Holders must provide complete and accurate contact information in accordance with the 2013 Registrar Accreditation Agreement (RAA), including but not limited to the following:

1. Full name of Registered Name Holder, as well as the full name of company or organization if the Registered Name Holder is an authorized agent;

2. Full street address of the office location or principal place of business of the Registered Name Holder; and

3. Full contact details of the Registered Name Holder including e-mail address and telephone number.

All Registered Name Holder contact information must be complete and accurate. Registry Operator and Registrar must promptly be notified of any changes to such information, specifically within seven (7) calendar days of any changes.

X.   Misuse and Abuse

The registration and operation of domain names in the TLD must be in accordance with all policies, terms and conditions set forth by Motorola including this Registration Policy, as set forth in the Registry Agreement or otherwise required by ICANN in connection with the TLD, and otherwise in accordance with Applicable Law. Domain names and any content hosted thereunder must not contain any profane, inappropriate, or derogatory language. All registrations and uses of domain names in the TLD must relate to and support an identifiable business purpose related to Registry Operator's core business activities, and must not intentionally denigrate or harm Registry Operator, its Affiliates or Trademark Licensees.

It is a violation of the Registration Policy to commit any misuse or abuse of any domain name in the TLD. Misuse of a domain name is any use that fails to comply with the terms described above. Abuse of a domain name generally refers to any illegal, disruptive, malicious, or fraudulent or deceptive action and includes, without limitation, the following:

1. Distribution of malware, namely the dissemination of software designed to infiltrate or damage a computer system without the owner's informed consent, including, without limitation, computer viruses, worms, keyloggers, trojans, and fake antivirus products;

2. Spam, namely the use of electronic messaging systems to send unsolicited bulk messages. The term applies to email spam and similar abuses such as instant messaging spam, mobile messaging spam, and the spamming of websites and Internet forums;

3. Phishing, or any attempt to acquire sensitive information such as usernames, passwords, and credit card or other financial information through fraudulent electronic communication, or otherwise masquerading as a trustworthy entity;

4. Pharming, namely the redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;

5. DNS hijacking or poisoning;

6. Botnets, including botnet command and control, namely the use of services run on a domain name that are used to control a collection of compromised computers or "zombies," or to direct denial-of-service attacks;

7. Malicious fast-flux hosting, namely the use of fast-flux techniques to disguise the location of websites or other Internet services, or to avoid detection and mitigation efforts, or to host illegal activities. Fast-flux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves;

8. Denial-of-Service (DoS) and Distributed Denial-of-Service (DDoS) attacks;

9. Pornography or any images of abuse, including any images or other material relating to the exploitation of minors in any way;

10. Advertisement or offering for sale or distribution goods or services that are counterfeit or otherwise infringe third party trademark rights, making available unauthorized copies of copyrighted works, or otherwise infringing third party intellectual property rights;

11. Distribution of content prohibited under any applicable laws or regulations;

12. Provision of false registration data, impersonating any person or entity, or submitting information on behalf of a third party without the prior consent of that that party;

13. Promotion, encouragement, sale, or distribution of prescription medication without a valid prescription in violation of applicable law; and

14. Illegally accessing computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (e.g., port scan, stealth scan, or other information gathering activity).

Any misuse or abuse must be reported immediately to registry@comlaude.com. Registry Opera- tor and/or its subcontractor may initiate an inspection of any domain name in the TLD based on a third party complaint or on its own initiative, and reserves the right to otherwise monitor the Registry for any misuse or abuse. Registry Operator and/or its subcontractor may notify a Registered Name Holder regarding an inspection of a Registered Name, but there is under no obligation to provide such notifica-tion.

Registry Operator and/or its subcontractor may coordinate with Registrar, law enforcement agencies, and/or other third parties (such as hosting companies) in connection with any potential misuse or abuse associated with domain names in the TLD.

All determinations as to whether any registration or use of a domain name in the TLD complies with this provision is at Registry Operator's sole discretion. The consequences for any misuse or abuse are described in Section XVI of this Registration Policy.

As required by ICANN, Registry Operator and/or its subcontractor will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as those identified above, and will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator and/or its subcontractor will maintain these reports for the term of the Registry Agreement unless a shorter period is required under Applicable Law or approved by ICANN, and will provide them to ICANN upon request.

XI. Compliance

A. Compliance with Additional Registry Operator Policies, Terms and Conditions

All of Registry Operator's policies, terms and conditions are incorporated by reference into this Registration Policy. The registration and operation of domain names in the .MOTO TLD must be in accordance with such policies, terms and conditions. In addition, all domain names and websites associated with domain names in the .MOTO TLD must be operated in accordance with Registry Operator's corporate policies and guidelines, including but not limited to the [Motorola Privacy Policy](#) and [Motorola Website Terms of Use](#). By registering a domain name in the TLD, the Registered Name Holder accepts and agrees to be bound by and comply with these policies, terms, conditions, and guidelines.

B. Compliance with ICANN Requirements

The registration and operation of domain names in the .MOTO TLD must be in compliance

with the policies and procedures set forth in the Registry Agreement or that are otherwise required by ICANN for the operation of the TLD. It is a violation of this Registration Policy to use a domain name in the TLD in a manner that is inconsistent with such policies and procedures.

XII.   Representations and Warranties

All prospective Registered Name Holders must enter into a Registration Agreement with the Registrar in order to register a domain name in the TLD. By entering into the Registration Agreement, the Registered Name Holder represents and warrants that:

(i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar and Registry Operator if it ceases to meet such criteria;

(ii) the registration, renewal and use of the Registered Name does not violate any third party intellectual property rights or Applicable Law;

(iii) the registration and use of the Registered Name is made in good faith and for a lawful purpose, and for a purpose permitted under the Acceptable Use Policy;

(iv) it owns or otherwise has the right to provide all registration data (including personal data) for each Registered Name registered and provision of such registration data complies with all Applicable Law; and

(vi) it has appropriate consent to allow for processing of such registration data, including appropriate publication in the RDDS database for the TLD.

Registered Name Holders may be required to make additional representations and warranties in connection with entering into a Registration Agreement, and the terms of the Registration Agreement are subject to change. All prospective Registered Name Holders should carefully review the Registration Agreement before proceeding.

XIII.   Disclaimer of Warranties

ALL REGISTRATIONS OF DOMAIN NAMES IN THE TLD ARE AT THE REGISTERED NAME HOLDER'S SOLE RISK.

ALL USE OF ANY DOMAIN NAME IN THE TLD IS AT THE USER'S SOLE RISK.

ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. REGISTRY OPERATOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, SUBJECT TO THE REGISTRY AGREEMENT WITH ICANN, REGISTRY OPERATOR MAKES NO WARRANTY OR GUARANTEE THAT ANY WEBSITE ASSOCIATED WITH A DOMAIN NAME IN THE TLD WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USERS OF DOMAIN NAMES IN THE TLD UNDERSTAND AND AGREE THAT IF USERS DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, USERS DO SO AT THEIR OWN DISCRETION AND RISK AND THAT SUCH USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO THE USER'S COMPUTER SYSTEM.

XIV.   Limitations of Liability

TO THE EXTENT PERMITTED BY LAW, REGISTRY OPERATOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, REVENUES, DATA, OR FINANCIAL LOSSES.

REGISTRY OPERATOR'S AGGREGATE LIABILITY FOR DAMAGES SHALL IN ANY CASE BE LIMITED TO THE AMOUNT OF FEES PAID BY REGISTRAR TO REGISTRY OPERATOR IN RELATION TO THE CONCERNED REGISTERED NAME FOR THE PRECEDING TWELVE (12) MONTH PERIOD. REGISTRY OPERATOR'S AGGREGATE LIABILITY FOR DAMAGES IN ANY CASE SHALL NOT EXCEED THE LESSER OF (A) ACTUAL DIRECT DAMAGES, OR (B) TWO HUNDRED DOLLARS ($200 USD). LIMITATIONS OF LIABILITY SHALL NOT APPLY TO DAMAGES THAT ARISE AS A RESULT OF OR IN CONNECTION WITH: (i) THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL; OR (ii) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY REGISTRY OPERATOR OR ITS PERSONNEL.

XV.   Indemnification

APPLICANTS AND REGISTERED NAME HOLDERS SHALL INDEMNIFY AND HOLD HARMLESS REGISTRY OPERATOR, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD-PARTY CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE LEGAL FEES AND EXPENSES, ARISING OUT OF OR RELATING TO ANY APPLICATIONS, REGISTERED NAMES, RESERVED NAMES, OR REGISTRY OPERATOR'S OPERATION OF THE REGISTRY.

XVI.   Reservation of Rights

A. Rejection, Suspension, Registry-Lock, Hold, Transfer, or Cancellation

Notwithstanding any prior agreements, Registry Operator hereby reserves the right to reject, suspend, place on registry-lock, hold, transfer, or cancel any Application or Registered Name in the TLD that it deems necessary, in its sole discretion, including but not necessarily limited to: (i) protect the integrity and stability of the Registry or the DNS; (ii) comply with any applicable laws, government rules or requirements, or requests of law enforcement; (iii) comply with any dispute resolution process; (iv) enforce, at its sole discretion, any of the terms and conditions set forth in the Registration Policy; or (vi) avoid any liability, civil or criminal, on the part of Registry Operator, as well as its Affiliates, Trademark Licensees, subsidiaries, officers, directors and employees.

B. Intellectual Property

Notwithstanding any prior agreements, Registry Operator reserves all rights in and to all copyrights, trademarks, service marks and other intellectual property rights in the "MOTO" element of the TLD, in any Registered Name in the TLD, and in any domain or website in the Registry, along with the goodwill of the business related thereto. All use of such elements shall inure solely to the benefit of the Registry Operator. Registry Operator maintains stringent quality control of all use of its MOTO mark in connection with the TLD.

By applying to register a domain name in the TLD, you grant Registry Operator and any subcontractors a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to use, reproduce, distribute and publicly display any of your intellectual property rights in that domain name in any manner reasonably required in connection with this Registration Policy.

XVII. Governing Law and Forum Selection

This Registration Policy, and any disputes arising out of or relating to this Registration Policy, shall be governed by, construed and enforced in all respects exclusively in accordance with the laws of the State of Illinois, United States of America ("USA") without regard to the conflict of laws or choice of law provisions thereof. The Parties agree that all actions and proceedings arising out of or relating to this Agreement shall be brought only in a state or federal court located in Cook County, State of Illinois, USA. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

XVIII. Third-Party Beneficiary

Registered Name Holders acknowledge and agree that Registry Operator shall be an intended third-party beneficiary of their obligations under the Registration Agreement between the Registrar and the Registered Name Holder. Registered Names Holders also acknowledge and agree that Registry Operator's third-party beneficiary rights have vested, and shall survive any termination or expiration of the Registration Agreement.

XIX.   Waiver

No failure on the part of Registry Operator to exercise any power, right, privilege or remedy under this Registration Policy, and no delay on the part of Registry Operator in exercising any such power, right, privilege or remedy, shall operate as a waiver of such power, right, privilege or remedy. Similarly, no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Registry Operator shall not be deemed to have waived any claim arising out of this Registration Policy, or any power, right, privilege or remedy under this Registration Policy, unless a waiver is expressly set forth in a written instrument duly executed and delivered by Registry Operator; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

XX.   Language

All communications made under and in connection with this Registration Policy shall be in the English language.

XXI.   Severability

If any provision contained in this Registration Policy is found to be unenforceable, such provision shall be enforced to the maximum extent permissible by law, and the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary, Registry Operator may amend the language of this Registration Policy to replace the unenforceable language with enforceable language that reflects Registry Operator's intent as closely as possible.

XXII.   Amendments

Registry Operator reserves the right to amend this Registration Policy at any time, in its sole discretion. Registry Operator will post notice of modifications to this Registration Policy on its NIC.MOTO webpage or this webpage, so please check periodically for updates.