

## CONDITIONS OF USE

**Last Updated: May 30, 2016**

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## PRIVACY

Please review our [Privacy Policy](#), which also governs your use of the Sites, to understand our practices.

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When you use any of the Sites, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, or by posting notices and messages on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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## **COPYRIGHT COMPLAINTS**

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## **DISPUTES**

**Any dispute or claim against ARSI relating in any way to your use of any Site, or to any domain name you have registered in an ARSI TLD 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 these Conditions of Use 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](http://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, ARSI 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.

#### **APPLICABLE LAW**

By using any ARSI Site, 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 these Conditions of Use and any dispute of any sort that might arise between you and ARSI.

#### **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies posted on the Site. These policies also govern your use of ARSI's Sites and ARSI TLDs. We reserve the right to make changes to our site, policies, Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **OUR ADDRESS**

Amazon Registry Services, Inc.  
410 Terry Avenue North  
Seattle, WA 98109  
[www.amazonregistry.com](http://www.amazonregistry.com)

#### **How to Serve a Subpoena**

If you have a subpoena to serve on ARSI, please note that ARSI does not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served on ARSI, preferably by mailing the subpoena to Corporation Service Company (CSC), ARSI's national registered agent. Please find below the Washington address for CSC (the CSC office in your jurisdiction may be located through the Secretary of State's website):

Amazon Registry Services, Inc.  
Corporation Service Company  
300 Deschutes Way SW, Suite 304

Tumwater, WA 98501  
Attn: Legal Department - Subpoena

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request.

**Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint using our online [form](#) . We respond quickly to the concerns of rights owners about any alleged infringement.

If you prefer to submit a report in writing, please provide us with this information:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

ARSI's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent  
Amazon.com Legal Department  
Attn: Amazon Registry Services  
P.O. Box 81226  
Seattle, WA 98108  
phone: (206) 266-4064  
fax: (206) 266-7010  
e-mail: [copyright@amazon.com](mailto:copyright@amazon.com)

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Amazon.com Legal Department  
2021 7th Avenue  
Seattle, WA 98121  
USA

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