

.PRO End User Terms Of Use

Registry may modify or revise these terms and conditions and policies at any time, and you agree to be bound by such modifications or revisions. If you do not accept and abide by this Agreement, you may not use the .PRO name. Registry or Registrar may refuse Service to anyone at any time who does not comply with these Terms of Use. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

1. Description of Service. Name of Registrar ("Registrar") is an ICANN accredited registrar who has entered into an agreement with RegistryPro, an ICANN authorized registry, to provide use of domain names with the .PRO extension (the "Service") under certain specified terms and conditions. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis in accordance with various agreements entered into by and between Registrar and RegistryPro and ICANN, which agreements are available at ICANN.org. Registrar disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. Registry and Registrar also reserve the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

2. Professional Use. The Service is made available to you for your professional use only. As such, you agree that you are a person or entity who provides professional services and has been admitted to or licensed by, and is in good standing with, a government certification body or jurisdictional licensing entity recognized by a governmental body, which body requires that its members be licensed or admitted to a certifying or licensing entity and regularly verifies the accuracy of its data.

3. Verification. You must provide current, accurate identification, contact, profession specific and other information that may be required as part of the registration process and continued use of the Service. You must notify the Registrar of any change to your contact, profession specific and other information. You are responsible for maintaining the confidentiality of your Service password and account.

4. Proper Use. You agree that you are responsible for your own use of the Service including all communications made using the Service and any consequences thereof. Your use of the Service is subject to your acceptance of and compliance with this Agreement, as well as the regulations applicable to you as a licensed professional. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (a) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Registrar; (b) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) prevent others from using the Service; (d) use the Service for any fraudulent or inappropriate purpose; (e) act in any way that violates these Terms of Use, as may be revised from time to time; or (f) facilitate use of the Service by any person or entity not a party to this Agreement. Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. Registrar reserves the right, but shall have no obligation, to investigate your use of the Service and in order to determine whether a violation of the Agreement has occurred. Registrar reserves the right to provide information to third parties pursuant to a contractual or legal obligation.

5. Content of the Service. Registrar takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Registrar have any obligation to monitor such third party content.

6. Representations and Warranties. You represent and warrant that (a) all of the information provided by you to Registrar to participate in the Services is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

7. Indemnification. You agree to hold harmless and indemnify RegistryPro and Registrar, and each of their subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Registrar will provide you with written notice of such claim, suit or action.

8. Choice of Law; Jurisdiction. Unless governed by procedures included in the Un-sponsored TLD Agreement, Appendix M (.PRO) May 30, 2003, ("Appendix M (.PRO)") these Terms of Use will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to Illinois conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Service, that are not accommodated in the provisions of Appendix M (