



## Acceptable Use Policy

Registry Operator for gTLD .link

Nova Registry Ltd

136 St. Christopher Street

Valletta

Malta VLT1463

2 January 2023

## Acceptable Use Policy

Version: 2 January 2023

### 1. Definitions

**“Registered Name”** means a subdomain name ending **.link** made available by Nova Registry, the licensed Registry Operator through its ICANN Accredited Registrars.

**“Registrar”** means an ICANN Accredited Registrar that has entered into the .link Registry Registrar Agreement with the Registry Operator.

**“Registry Operator”** means Nova Registry LLC the entity that has entered into a Registry Agreement with ICANN for the operation of the Top Level Domain (TLD) .link on the Internet.

**“Registered Name Holder”** or **“you”** means the holder of a Registered Name.

### 2. General Provisions

2.1. As a Registered Name Holder, you are required to enter into an electronic or paper registration agreement with a Registrar or its authorized representative and act responsibly in accordance with this policy and not to engage in any many that violates this policy. This policy is incorporated into the Registry Registrar Agreement at section 2.11.

2.2. As a Registered Name Holder you: (a) acknowledge and agree that the Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, as it deems necessary, in its unlimited and sole discretion: (i) to correct mistakes made by the Registry Operator or any Registrar in connection with a domain name registration, (ii) for the non-payment of fees to the Registry Operator or (iii) to implement ICANN policies or Registry policies referenced herein; and (b) indemnify, defend and hold harmless the Registry Operator and its subcontractors, and its and their directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to, for any reason whatsoever, the Registered Name Holder’s domain name registration. This indemnification obligation survives the termination or expiration of the registration agreement.

- 2.3. As a Registered Name Holder, you are prohibited in the use of your Registered Name from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and the consequences for such activities include suspension of your registered domain name.
- 2.4. Nothing in this Acceptable Use shall confer any right to any third party with respect to Registry Operator's discretion to identify and act on violations hereof, except as otherwise expressly provided by applicable dispute policies (e.g. the Uniform Domain Name Dispute Resolution Policy, the Uniform Rapid Suspension Policy, and other policies which expressly provide for adversarial proceedings).
- 2.5. Rights Protection Mechanisms As a Registered Name Holder, you are required to comply with all ICANN consensus policies applicable to Registered Name Holders, including (i) the Uniform Domain Name Dispute Resolution Policy <http://www.icann.org/en/help/dndr/udrp> (ii) the Uniform Rapid Suspension Policy <http://newgtlds.icann.org/en/applicants/urs> ; (iii) the Trademark Post-Delegation Dispute Resolution Procedure <http://newgtlds.icann.org/en/program-status/pddrp> and (iv) such other ICANN consensus policies as ICANN publishes on its website and makes applicable to Registry Operator, Registrar or Registered Name Holders, and as may be amended by ICANN from time to time.
- 2.6. By applying for or obtaining registration of a Registered Name, you acknowledge your acceptance and compliance with the terms under which such application and registration was made, including the terms and conditions of Sunrise registrations set forth in the Registry Operator Launch Plan, Registry Operator Sunrise Application Contention Resolution Policy, Registry Operator Sunrise Challenge Policy, and additional transfer and use restrictions set forth herein below.
3. Domain Name Abuse Policy
- 3.1. The Registry Operator reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of the Registry Operator, as well as its

affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by the Registry Operator or any Registrar in connection with a domain name registration. The Registry Operator also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.2. The Registry Operator has the discretion to undertake such actions as cancellation, transfer, locking, or suspension of a name subject to abusive uses. Such abusive uses create security and stability issues for the registry, registrars and registrants, as well as for users of the Internet in general. The Registry Operator defines abusive use as the wrongful or excessive use of power, position or ability, and includes, without limitation, the following:

- Illegal or fraudulent schemes;
- Spam: 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. An example, , would be the use of email in denial-of-service attacks;
- Phishing: The use of counterfeit web pages that are designed to trick recipients into divulging sensitive data such as usernames, passwords, or financial data;
- Pharming: The redirecting of unknowing users to fraudulent sites or services, typically through DNS hijacking or poisoning;
- Willful distribution of malware: The dissemination of software designed to infiltrate or damage a computer system without the owner’s informed consent. Examples include, without limitation, computer viruses, worms, keyloggers, and trojan horses;
- Fast flux hosting: 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. Fastflux techniques use DNS to frequently change the location on the Internet to which the domain name of an Internet host or name server resolves. Fast flux hosting may be used only with prior permission of the Registry;
- Botnet command and control: 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 (DDoS attacks);

- Distribution of child abuse images; and
- Illegal Access to Other Computers or Networks: 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).

#### 4. Additional Terms and Restrictions

4.1 Two Letter Domain Name restrictions: Registrant of a letter/letter two-character ASCII label must take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist.

4.2 Registry Reserved Names: Registry Operator reserves the right to withhold from registration and or availability second level domain names and to update its reserved names from time to time.

4.3 The Registered Name Holder must abide by all applicable laws regarding privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

4.4 The Registered Name Holder further agrees that if it collects or maintains sensitive health and financial data that it will implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

Any complaints about compliance with this policy should be addressed to:

Email: [abuse@nova.link](mailto:abuse@nova.link)



Mailing address: Nova Registry  
136, St. Christopher Street  
Valletta, Valletta,  
Malta VLT 1463

Contact form:  
<https://nova.link/contact-us>

Privacy Policy:  
<https://nova.link/privacy-policy>