

Educause Customer Service Agreement

1. INTRODUCTION. In this Service Agreement ("Agreement"), "Customer", "you", and "your" refer to the domain-name registrant and "we", "us", and "our" refer to EDUCAUSE ("EDUCAUSE"). This Agreement explains our obligations to you and your obligations to us in relation to your use of our .edu registration service. By applying for EDUCAUSE services through our online application process or by using our services, you acknowledge and agree that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by EDUCAUSE, as such may be amended from time to time. By using the Site and our services, you represent and warranty that: (a) you are at least eighteen (18) years of age; and (b) have the authority to bind the corporate entity on whose behalf you are obtaining our services.

1.1 Definitions:

- 1.1.a "Cooperative Agreement" shall mean the Cooperative Agreement, EDU.01, as amended, between the U.S. Department of Commerce and EDUCAUSE to manage the .edu domain name registry and registrar services. The Cooperative Agreement, as amended from time to time, can be viewed [here](#).
- 1.1.b ".edu name" shall mean the domain name registered in the .edu domain name space.
- 1.1.c ".edu Policy Board" shall mean the representative entity, established by EDUCAUSE pursuant to the Cooperative Agreement, charged with reviewing and recommending new or amended .edu rules and policies as may be proposed by the education community from time to time.
- 1.1.d ".edu Registration Service" shall mean the services provided by EDUCAUSE as an integral part of the operation and management of .edu and the registration of .edu domain names.
- 1.1.e "Effective Date" shall mean April 13, 2015.
- 1.1.f "Grandfathered Institution" is a registrant that was permitted to register a .edu name under terms established by prior managers of the .edu domain. The terms of this Agreement applies to all registrants including "Grandfathered Institution(s)" no matter the original registration date of the domain name. All prior terms and conditions to which the Customer may have agreed under prior managers of .edu registry are null and void from the date EDUCAUSE assumed management of the .edu registry, excepting that the Grandfathered Institution may retain those .edu names registered under prior managers. All names registered after October 29, 2001, must meet the current eligibility requirements. All Grandfathered Institutions are subject to the terms of this Agreement.
- 1.1.g "Grandfathered Name." A "Grandfathered Name" is a .edu domain name registered prior to October 29, 2001, the date EDUCAUSE assumed management of the .edu registry and registrar functions.
- 1.1.h "Site" shall mean EDUCAUSE's website www.educause.edu.

2. YOUR ACCOUNT. By selecting .edu registration services, you have agreed to establish an account with EDUCAUSE for this service. You represent that the information you provide when you create your account and with respect to the WHOIS information for your domain name(s) is accurate, current, and complete. Within seven (7) days of any change to such information, you must update such information to keep it accurate, current, and complete throughout the use of our services. You are solely responsible for maintaining, securing, updating, and keeping strictly confidential all login IDs and passwords, and for all access to and use of your account by you or any third party. If we have reason to believe that your account information is untrue, inaccurate, out-of-date, or incomplete, we reserve the right, in our sole and absolute discretion, to suspend or terminate your account. When you use your account or permit someone else to use your account to acquire access to EDUCAUSE services or to modify or cancel your EDUCAUSE services (even if we were not notified of such authorization), this Agreement covers any such service or actions. You must notify us immediately of any breach of security or unauthorized use of your account. EDUCAUSE will not be liable for any loss you incur due to any unauthorized use of your account; however, you may be liable for any loss EDUCAUSE or any third party incurs caused by your account.

Any acceptance of your application for our service and the performance of our service will occur at our headquarters office in Louisville, CO. If you are visiting the Site from a country other than a country in which our servers are located, your communications with us may result in the transfer of information including, but not limited to, your account information being transferred internationally. By visiting the Site, using our services, and communicating with us, you consent to such transfers, if any.

3. ACCURATE INFORMATION. As further consideration for the EDUCAUSE services, you agree to: (1) provide certain true, current, complete, and accurate information, including your accreditation, as required by the application process; and (2) maintain and update this information as needed to keep it current, complete, and accurate. We rely on this information to

send you important information and notices regarding your account and our services. Our [privacy policy](#), which is incorporated herein by reference, sets forth your and our rights and responsibilities with regard to the information. You agree that we, in our sole discretion, may modify our privacy policy. You agree that, by using our services after modifications to the privacy policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy policy, and we will take reasonable precautions to protect your personal data from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. You represent and warrant that you have provided notice to, and obtained consent from, any third-party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third-party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete, or inaccurate information. Subject to the requirements of our privacy statement, in order for us to comply with the current rules and policies for the domain name system, you hereby grant to EDUCAUSE the right to disclose to third parties through an interactive, publicly accessible registration database (WHOIS) the following mandatory information that you are required to provide when registering or reserving a domain name: (i) the domain name(s) registered by you; (ii) your name and postal address; (iii) the name(s), postal address(es), e-mail address(es), voice telephone number, and where available the fax number(s) of the administrative, technical, and billing contacts for your domain name(s); (iv) the Internet protocol numbers of the primary nameserver and secondary nameserver(s) for such domain name(s); (v) the corresponding names of those nameservers; (vi) the original creation date of the registration; and (vii) the expiration date of the registration. Upon receipt of a complaint that your registration information is inaccurate, EDUCAUSE will notify the you via e-mail and first class mail of the complaint. You shall update or verify the registration information within 45 days. If you fail to update or verify the registration information within 45 days, the applicable domain name is subject to revocation. These updates shall be made using the site for .EDU administration with verifications sent via e-mail to EDUCAUSE at edu@educause.edu.

4. ELIGIBILITY REQUIREMENTS. With the exception of Grandfathered Institutions, only U.S. postsecondary institutions that are institutionally accredited by an agency on the U.S. Department of Education's list of Nationally Recognized Accrediting Agencies may obtain an Internet name in the .edu domain. These include both "Regional Institutional Accrediting Agencies" and "National Institutional and Specialized Accrediting Bodies" recognized by the U.S. Department of Education. The U.S. Department of Education's lists of Nationally Recognized Accrediting Agencies and State Agencies are the only official comprehensive lists of agencies. Click [here](#) to view the list of Nationally Recognized Accrediting Agencies and [here](#) to view State Agencies.

Institutional accreditation is required for .edu eligibility—program accreditation is not sufficient. Not all agencies accredit institutions. Some accredit only institutions, some accredit only programs, and others accredit both institutions and programs.

As specified by the Department of Commerce, only postsecondary "U.S. institutions" that are institutionally accredited by one of the agencies on the U.S. Department of Education's list of Nationally Recognized Accrediting Agencies may apply for new names in the .edu domain. EDUCAUSE thus requires applicants to be located within the United States (including U.S. territories and possessions); or to be licensed, chartered, or incorporated within the United States (including U.S. territories and possessions); or to be otherwise officially recognized by a U.S. state or federal government agency (including U.S. territories and possessions).

Only a single name in the .edu domain will be assigned to any given institution.

5. SECURITY. Your use of our domain-name registration service is subject to and protected by certain authentication and security provisions, including a password, as described on the Site. You are responsible for understanding and using these security provisions in the manner intended.

6. FEES AND TERM OF SERVICE. As approved by the U.S. Department of Commerce, EDUCAUSE charges an annual fee to recover costs for domain name registration services. Details of the current fee and payment terms are found on the Site, and EDUCAUSE reserves the right to modify its fees at any time; such changes shall be posted on our Site, effective immediately. If you have purchased or obtained services for a specified term, then any fee increases shall be applicable at your time of renewal of such services. All fees must be paid prior to the commencement of our services. Except as otherwise expressly stated herein, all fees are nonrefundable, in whole or in part, even if your domain name(s) is suspended, transferred, or cancelled prior to the expiration of the applicable registration term. In our sole and absolute discretion, we may require that you pay fees via a particular payment method. Currently, EDUCAUSE only accepts payment via Visa, MasterCard, or American Express.

Unless otherwise specified, each domain name registration is, at your option, for either: (a) a one (1) year initial term and renewable in perpetuity thereafter for successive one (1) year terms; or (b) a three (3) year initial term and renewable in perpetuity thereafter for successive three (3) year terms. Any renewal of your registration with us is subject to this Agreement, which may be amended or modified from time to time, and may be subject to payment of applicable service fees at the time of renewal, along with the domain name registry's acceptance of your domain name registration. We will provide you written e-mail notice prior to the renewal of your registration, at least thirty (30) days in advance of the renewal date. In addition, you are solely responsible for ensuring that your registration is renewed. EDUCAUSE shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the registration. Failure by the Customer to renew your domain name in a timely fashion may subject the Customer's domain name to revocation and/or late fees as approved by the U.S. Department of Commerce. Should (i) you elect to register or renew your domain name registration for a three (3) year term and (ii) EDUCAUSE ceases to administer the .EDU gTLD at some point during such term, EDUCAUSE shall refund to you the pro rata share of your registration fee due to you at the time of such cessation.

If for any reason we are unable to charge your payment method in full or we receive notification of a chargeback by a credit card company or similar action by a payment provider, then you agree that EDUCAUSE may immediately and without notice to you suspend access to any or all of our services and may, in our sole and absolute discretion, cancel your domain name registration. This is in addition to all other remedies available to EDUCAUSE by law.

7. GENERAL RULES OF CONDUCT. You acknowledge and agree that:

- a. Your use of this Site and the EDUCAUSE services will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations;
- b. You will not collect or harvest (or permit anyone else to collect or harvest) any non-public or personally identifiable information about any person or entity without their express written consent.
- c. You will not use this Site or the EDUCAUSE services in a manner (as determined by EDUCAUSE in its sole and absolute discretion) that:
 - i. is illegal, or promotes or encourages illegal activity;
 - ii. intentionally or unintentionally violates any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or NASDAQ, and any regulations having the force of law;
 - iii. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
 - iv. promotes, encourages, or engages in any spam or other unsolicited bulk e-mail, or computer or network hacking or cracking (including the installation of viruses, worms, bugs, Trojan horses, or other code, files, or programs designed to, or capable of, disrupting, damaging, or limiting the functionality of any software or hardware);
 - v. targets or harms minors in any way;
 - vi. infringes on the intellectual property rights of any other person or entity;
 - vii. violates the privacy or publicity rights of any other person or entity, or breaches any duty of confidentiality that you owe to any other person or entity; and/or
 - viii. interferes with or disrupts the Site or servers or networks connected to the Site, or disobeys any requirements, procedures, policies, or regulations of networks connected to the Site.

The foregoing actions constitute a material breach of this Agreement. EDUCAUSE reserves the right to cooperate fully with any law enforcement officials and/or agencies in the investigation of any violator or violators and to immediately terminate your access to your .edu domain name, the Site, and/or our services.

8. MODIFICATIONS TO THE AGREEMENT. Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may, in our sole and absolute discretion: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time subject to the U.S. Department of Commerce's approval. Any such revision or change will be binding and effective immediately upon posting of the revised

Agreement or change to the service(s) on the Site, or upon notification to you by e-mail or first class mail. You agree to periodically review the Site, including the current version of this Agreement available on the Site, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or United States mail addressed as follows: Attention: Registrar Business Affairs, EDUCAUSE, 282 Century Place, Suite 5000, Louisville, CO 80027. Notice of your termination will be effective on receipt and processing by us. By continuing to use .edu registration services or the Site after any revision to this Agreement or change in service, you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative, or employee of any third party that you may use to apply for our services; or (ii) information posted on the Site of a general informational nature. No employee, contractor, agent, or representative of EDUCAUSE is authorized to alter or amend the terms and conditions of this Agreement.

9. DOMAIN NAME DISPUTES OR LITIGATION. You agree that in the event a domain name dispute arises between you and any third party, to the extent authorized by applicable law, you will indemnify and hold us harmless pursuant to the terms and conditions set forth in this Agreement. If we are notified that a complaint has been filed with a judicial or administrative body regarding your use of the .edu registration services, you agree not to make any changes to your domain name record without our prior written approval. We may not allow you to make changes to such domain name record until: (i) we are directed to do so by the judicial or administrative body, or (ii) we receive notification from you and the other party contesting your registration and use of our domain name registration services that the dispute has been settled. Furthermore, you agree that if you are subject to litigation regarding your registration and use of the .edu registration services, we may deposit control of your domain name record into the registry of the judicial body by supplying a designated party with a registrar certificate from us. If you contact us to inform us that you are contesting a court order or judicial holding, we may, but are not obligated to, place a transfer lock on the domain name(s) pending the outcome of the dispute. You agree that we will comply with all court orders, domestic or international, directed against you and/or the domain name(s) registration.

10. COMPLIANCE WITH UNITED STATES LAW. You agree to abide by all applicable U.S., state, and local laws, rules, and regulations. Noncompliance will subject your domain name(s) to revocation.

11. COMPLIANCE WITH AGREEMENT. You agree to abide by all rules and policies applicable to the .edu domain enumerated and posted on the Site at the time of your application for registration, including this Agreement. You further agree to abide by all rules and policies as may from time to time be amended by EDUCAUSE and approved by the U.S. Department of Commerce. Noncompliance with .edu rules and policies will subject the Customer's domain name to revocation. "Grandfathered Institutions" are exempted for "Grandfathered Names" at this time pursuant to Amendment 6 of the Cooperative Agreement. Except as otherwise expressly set forth in this Agreement, noncompliance with .edu rules and policies will subject your .edu domain name to revocation. In such a case, EDUCAUSE will undertake the following steps:

- EDUCAUSE will send a formal notice to the Customer via e-mail to the various registered e-mail addresses and certified mail to the Customer's address of record, instructing the Customer to contact EDUCAUSE management by phone within fifteen (15) days of the date of the notice to discuss the violation.
- If EDUCAUSE receives no contact from the Customer within such fifteen (15) day period, it will send a second notice to the Customer via e-mail to the various registered e-mail addresses and certified mail to the Customer's address of record. The second notice shall indicate that no additional notices will be sent.
- If EDUCAUSE receives no communication from the Customer within thirty (30) days of the date of the second notice, the Customer's domain name(s) shall be scheduled for suspension to be effective sixty (60) days from the date of the second notice. Additionally, the domain name(s) shall be publicly posted on the Site as an .edu domain name scheduled for suspension.
- EDUCAUSE will not refund any fees paid by you if we terminate this Agreement due to a violation of the .edu rules and policies or any provision of this Agreement. Any such breach or violation by you shall not be deemed to be excused simply because EDUCAUSE did not act earlier in response to that, or any other, breach by you.
- When the suspension date is reached, the domain name(s) will be suspended.
- The domain name(s) will be reassigned ninety (90) days from the suspension date.
- If EDUCAUSE receives a good-faith communication at any time prior to the initial reassignment date, it will "stop the clock" and conduct a reasonable dialog with the Customer. If EDUCAUSE, in its sole discretion, is satisfied with the Customer's explanation for the violation of the .edu rules and policies, EDUCAUSE will restore the domain name(s) to normal status. If EDUCAUSE, in its sole discretion, is not satisfied with the Customer's explanation, it will reschedule the domain name(s) for suspension in thirty (30) days from the date of its decision, followed by reassignment ninety (90) days after the rescheduled suspension date. For purposes of clarification, once the suspension date is reassigned, EDUCAUSE is under no further obligation to "stop the clock" upon receipt of a

good-faith communication from you. While EDUCAUSE may continue a dialogue with the Customer, EDUCAUSE is not obligated to "stop the clock" and may choose to do so in its sole and absolute discretion.

12. AGENTS. You agree that, if your agent (e.g., an Internet Service Provider, employee, etc.) ordered our service on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services shall ratify any unauthorized actions of your agent. By acting on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. Your agent may not be listed as the Registrant in the WHOIS and registration information. Only a qualified accredited institution may be listed as the Registrant.

13. LIMITATION OF REMEDIES. YOU AGREE THAT EDUCAUSE'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY USE OF EDUCAUSE SERVICE(S) PROVIDED UNDER THIS AGREEMENT, INCLUDING REGISTRATION OF YOUR .EDU DOMAIN NAME, SUSPENSION OR LOSS OF THE SERVICES, INTERRUPTION OF THE SERVICES, OR YOUR BUSINESS, ACCESS DELAYS, DATA DELIVERY, CORRUPTION, AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THE CURRENT AGREEMENT. IN NO EVENT SHALL EDUCAUSE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, OR ANY THIRD-PARTY SERVICE PROVIDERS (THE "EDUCAUSE PARTIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF EDUCAUSE OR THE EDUCAUSE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, EDUCAUSE'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES.

The EDUCAUSE Parties disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or re-registration fee; (7) loss or liability relating to the deletion of or failure to store e-mail messages; (8) loss or liability resulting from the development or interruption of your website; or (9) loss or liability relating to your violation of this Agreement.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

14. INDEMNITY. To the extent authorized by applicable law, you agree to release, indemnify, defend, and hold EDUCAUSE, in our capacities as the registry and a registrar, and any of our contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns harmless from all liabilities, claims, damages, costs, and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the EDUCAUSE services provided hereunder, your .edu name registration, or your use of the EDUCAUSE services, including without limitation (i) your use of and access to .edu name or any other service provided by EDUCAUSE; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement.

15. NO GUARANTY. We are not responsible for determining whether the domain name(s) you select, or use, infringe on the rights of any third party. It is solely your responsibility to know whether or not your registration and use of the domain name(s) infringe on the rights of any third parties including, but not limited to, intellectual property rights. You agree that, by registration of your chosen domain name, such registration does not confer immunity from objection to either the registration or use of your domain name.

16. REPRESENTATIONS AND WARRANTIES. You agree and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to this Agreement; (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;

and (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder. You agree that your use of our service is solely at your own risk. You agree that all of our services are provided on an "as is" and "as available" basis.

17. DISCLAIMER OF WARRANTIES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S). WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE, ANY OF OUR SERVICES, OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOUR USE OF THE EDUCAUSE SERVICES, INCLUDING ANY DATA PROVIDED, IS AT YOUR SOLE RISK. THE ACCURACY, CONDITION, AND AVAILABILITY OF THE EDUCAUSE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

18. REVOCATION. As set forth in Section 2, you agree that we may terminate your contractual right to use our services if the information that you are obligated to provide to register your domain name, or that you subsequently modify, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register your domain name or to continue to provide you domain name registration services or for any other reason listed in this Agreement. Furthermore, you agree that we may immediately suspend, cancel, or transfer your domain name registration services, without prior notice to you: (i) to correct mistakes made by us in accepting your .edu registration application, (ii) to be in compliance with a U.S. Court order, (iii) as instructed by the U.S. Department of Commerce, or (iv) as otherwise listed above in this Agreement.

19. RIGHT OF REVIEW. We, in our sole and absolute discretion, reserve the right, from time to time on a continuing basis, to determine whether you qualify to register your chosen domain name in accordance with this Agreement. If we request information from you to confirm or verify your qualifications, you must provide that information within thirty (30) days of the date of the request. If you fail to provide such information or the information is inadequate in our sole and absolute discretion, then we may initiate our compliance procedures in accordance with Section 10. In the event we do not register your domain name, or we delete your domain name, you agree that we shall not be liable to you for loss or damages that may result.

20. SEVERABILITY. You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

21. ENTIRETY. You agree that this Agreement, the rules and policies published by us, and the privacy policy are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, and the privacy policy supersede all prior agreements and understandings, whether established by custom, practice, policy, or precedent.

22. NO TRANSFER OR ASSIGNMENT. You do not have the right to sell, trade, lend, lease, assign, or transfer (by merger, operation of law, or otherwise) your domain name registration or your account without our prior written consent, which consent may be withheld in our sole and absolute discretion. Except as otherwise expressly set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by you to transfer or assign your domain name registration, your account, or your rights under this Agreement in any fashion renders this Agreement immediately voidable at our option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment, or otherwise, renders this Agreement immediately voidable at our option.

23. GOVERNING LAW. Unless otherwise required by applicable law, you agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the District of Columbia, United States of America, excluding its conflict of laws rules, and you submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the United States District Court for the District of Columbia.

24. CONSTRUCTION. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement. The word "including" and its derivatives, (e.g. "include" and "includes") means including, without limitation, whether or not capitalized and whether or not "without limitation" or words of similar meaning are included in other provisions of this Agreement. Unless the context otherwise specifically requires, all references to sections of this Agreement shall refer to all subsections thereof.

25. **WAIVER.** The waiver by EDUCAUSE of a breach or a default of any provision of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor, except as otherwise expressly provided otherwise in this Agreement, shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has, or may have hereunder, operate as a waiver of any right, power, or privilege by such party.

26. **NOTICES.** Any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the current account and WHOIS information you provided. If you have any questions about our services or your domain name registration, please contact us by e-mail at: edu@educause.edu or by regular mail at Attention: Registrar Business Affairs, EDUCAUSE, 282 Century Place, Suite 5000, Louisville, CO 80027.