

**AMERICAN REGISTRY FOR INTERNET NUMBERS
SPECIFIED TRANSFER LISTING SERVICE TERMS OF SERVICE
Version 27 September 2016**

These Terms of Service for the Specified Transfer Listing Service (“STLS”) define the relationship between you (“STLS Participant”) and the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. (“ARIN”). If you use the Specified Transfer Listing Service, either for a listing or a transfer, it means that you accept these uniform Terms of Service.

1) DESCRIPTION OF SERVICES

ARIN provides the Specified Transfer Listing Service (hereafter “STLS”) having the ability to identify one or more potentially complementary parties in order to participate in a transfer of IPv4 number resources per ARIN Policy through the Specified Transfer Listing Service (the “STLS”).

ARIN reserves the unilateral right to modify or discontinue the STLS or any portion thereof for any reason at any time, without notice (actual or constructive) to any STLS Participant. Each STLS Participant agrees that ARIN shall not be liable under any legal theory whatsoever, including, without limitation, incidental, consequential or indirect damages, to the STLS Participant or to any third party for any modification, suspension or discontinuance of the STLS. ARIN may also add additional features to the STLS. Unless explicitly stated otherwise, any amended or new features of the STLS shall be subject to these Terms of Service (“TOS”), once the STLS is used in any way by the Participant after the change.

The term “STLS Participant” shall include either an entity posting a listing on the STLS, an entity using the STLS to seek a transfer of an IPv4 number resource, or an entity using the STLS to facilitate a transfer of IPv4 number resources. As used in paragraphs 6 to 9 of this Agreement, “ARIN” shall mean ARIN, its officers, directors, employees and attorneys.

2) ACCEPTANCE OF TERMS

ARIN provides the STLS to the STLS Participant subject to these TOS. By using the STLS, the STLS Participant accepts the TOS. ARIN may update the TOS from time to time without notice (actual or constructive), to the STLS Participant by posting the revised TOS to the ARIN Website. By continuing to use the STLS after the revised TOS have been posted, the STLS Participant signifies its acceptance of the revised TOS. The STLS Participant can review the most current version of the TOS at any time at: https://www.arin.net/resources/transfer_listing/tos.pdf. In addition, when using the STLS, the STLS Participant shall be subject to any additional guidelines or rules applicable to such Service that may be posted from time to time. All such guidelines and/or rules are hereby incorporated by reference into the TOS. These TOS do not replace, modify, diminish, or alter any executed agreements that the STLS Participant may have with ARIN, including but not limited to a Registration Services Agreement, Legacy Registration Services Agreement, Non-Disclosure Agreement, Web Account Terms of Service Agreement, or an Acceptable Use Policy Agreement (together all such agreements are the “Contracts”).

3) WEB TERMS OF SERVICE

The STLS is one of the Services covered by the Web Account Terms of Service. The Web Account Terms of Services are hereby incorporated by reference in their entirety into the TOS. For more information, see the Web Account Terms of Service at <http://www.arin.net/public/termsOfService.xhtml>.

4) CONDITIONS FOR SERVICE

- a) STLS Participants must comply with ARIN Policies (<https://www.arin.net/policy/nrpm.html>) and with the STLS Guidelines (https://www.arin.net/resources/transfer_listing/index.html)
- b) STLS Participants must intend to participate in a transfer according to ARIN's Number Resource Policy Manual section 8.3, Transfers to Specified Recipients and section 8.4, Inter-RIR Transfers to Specified Recipients.
- c) The STLS Participant must be an authorized representative of the organization on whose behalf they act. As used herein, "organization" or "organizations" shall mean any entity, whether juridical or not, that registers as a "Participant" in accordance with sub-paragraph d) (below) of this paragraph 4). The STLS Participant shall immediately notify ARIN in the event of any change of control or transfer of control event.
- d) Organizations participating in the STLS must:
 - i) Be current on all account balances owed to ARIN; and
 - ii) Be a legally registered entity within the ARIN Service Region, except if the organization is participating as a facilitator.
 - iii) If offering resources for transfer, it must either have an in-force ARIN Registration Services Agreement ("RSA") or have an in-force ARIN Legacy Registration Services Agreement ("LRSA").
 - iv) If seeking resources for transfer, it must be eligible and willing to enter into an ARIN RSA and agree that it is subject to the ARIN RSA.
 - v) If facilitating a transfer of resources, it must acknowledge and inform any parties involved of the requirement of compliance with ARIN Policies to complete a transfer.
 - vi) Parties offering or seeking resources shall be subject to ARIN's Number Resource Policy Manual Section 8.3, Transfers to Specified Recipients or section 8.4, Inter-RIR Transfers to Specified Recipients. Furthermore, Facilitators working with parties that are offering resources for transfer must ensure that such parties offering resources for transfer either have a current, valid and fully executed in-force ARIN RSA, a current, valid and fully executed in-force LRSA or be willing to provide a notarized officer attestation and acknowledgement regarding the current status of the registration to the resources, the restrictions imposed upon a source of a transfer and authorization for the transfer. Facilitators working with parties that are seeking resources must ensure that such parties are eligible for, and willing to enter into, an ARIN RSA.
 - vii) Acknowledge that their organization and contact information will be shared with all STLS participants.
- e) Listings may only include IPv4 Number Resources registered within the ARIN Service Region.
- f) Participant information may be provided to ARIN qualified third parties to prevent misrepresentation on those third party sites.
- g) ARIN, IN EXERCISE OF ITS SOLE DISCRETION, MAY CONSIDER ANY OTHER FACTOR OR CRITERIA, REGARDLESS OF WHETHER IT APPEARS IN THE TOS, TO REJECT A LISTING.

5) PROHIBITED CONDUCT

The STLS Participant may only use the STLS and the content therein for the purposes intended. The STLS Participant may not:

- a) Use or attempt to use the STLS or any of its content to engage in business activities that are not intended to lead to a transfer under ARIN's Number Resource Policy Manual section 8.3, Transfers to Specified Recipients or section 8.4, Inter-RIR Transfers to Specified Recipients.
- b) Specify within the STLS any consideration being requested or offered to facilitate the transfer;
- c) Use, copy, link to, rebroadcast or disclose STLS or any of its content except as permitted by these Terms of Service or the STLS Guidelines;

- d) Sell, sublicense, resell or otherwise transfer your access to STLS or any of its content; or
- e) Create or attempt to create derivative works based on or from STLS or any of its content, in whole or in part.
- f) Be a member of the ARIN staff or the ARIN Board of Trustees in their private capacity.
- g) Use ARIN's WHOIS to market, business develop, contact, solicit, or otherwise research any content for any purpose related to using STLS for conducting any IPv4 address transfer.

6) INDEMNIFICATION

The STLS Participant agrees to indemnify and hold harmless ARIN AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "ARIN PARTIES") from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) Material the STLS Participant submits, posts, transmits or otherwise makes available in the STLS; (ii) the STLS Participant's use of the STLS or any of its content; (iii) the STLS Participant's connection to the STLS; (iv) the STLS Participant's violation of the TOS; or (v) the STLS Participant's violation of any rights of any person or entity.

7) TERMINATION

The STLS Participant agrees that ARIN may, without prior notice, terminate the STLS Participant's ARIN account and access to the STLS. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOS or other incorporated agreements or guidelines; (ii) a request by a law enforcement or other government agency within the ARIN region; (iii) a request by the STLS Participant; (iv) discontinuance or material modification to the STLS (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity by the STLS Participant; (vii) termination of any Contracts between the STLS Participant and ARIN; (viii) use of the STLS in violation of the terms of any Contracts to which the STLS Participant is a party; and/or (ix) engagement by the STLS Participant in fraudulent or illegal activities. Termination of the STLS Participant's ARIN account includes (a) removal of access to all offerings within the STLS and (b) barring of further use of the STLS. Further, the STLS Participant agrees that all terminations for cause shall be made in ARIN's sole discretion and that ARIN shall not be liable to the STLS Participant or any third party for any termination of the STLS account or access to the STLS. Termination of the STLS Participant's account by ARIN does not per se terminate any other Contracts to which the STLS Participant is a party but may constitute grounds for ARIN to do so. Again, as used herein, "Contracts" shall mean, without limitation, RSA, LRSA, or any other agreements with ARIN.

8) DISCLAIMER OF WARRANTIES

THE STLS PARTICIPANT EXPRESSLY UNDERSTANDS AND AGREES THAT:

THE STLS PARTICIPANT'S USE OF THE STLS IS AT THE STLS PARTICIPANT'S SOLE RISK. ARIN PROVIDES THE STLS "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ARIN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ARIN PARTIES FURTHER DO NOT WARRANT THAT THE STLS, OR ANY INFORMATION OR TOOLS OFFERED ON THE STLS OR IN CONNECTION WITH THE STLS, WILL MEET THE STLS PARTICIPANT'S REQUIREMENTS, WILL BE SUCCESSFUL IN SECURING A TRANSFER, WILL BE ACCURATE, COMPLETE OR CURRENT, OR WILL GIVE ACCURATE, COMPLETE OR CURRENT RESULTS; THAT OPERATION OF THE STLS OR ANY INFORMATION OR TOOLS, WILL BE TIMELY, SECURE, UNINTERRUPTED, OR FREE FROM ERROR OR OMISSION OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT ANY ERRORS ON THE STLS WILL BE CORRECTED.

ARIN DOES NOT REPRESENT OR WARRANT THAT ANY DATA THE STLS PARTICIPANT STORES ON THE STLS WILL BE SECURE, AVAILABLE OR PRESERVED. ARIN DOES NOT REPRESENT OR WARRANT THAT THE STLS WILL CONTINUE TO BE OFFERED.

ANY MATERIAL VIEWED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE STLS IS ACCESSED AT THE STLS PARTICIPANT'S OWN DISCRETION AND RISK, AND THE STLS PARTICIPANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE STLS PARTICIPANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR VIEWING OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE STLS PARTICIPANT FROM ARIN OR THROUGH OR FROM THE STLS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

9) LIMITATION OF LIABILITY

THE STLS PARTICIPANT EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL ARIN BE LIABLE TO THE STLS PARTICIPANT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ARIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE STLS OR ITS CONTENT; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE STLS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE STLS PARTICIPANT'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE STLS OR ITS CONTENT; OR (v) ANY OTHER MATTER RELATING TO THE STLS.

10) ENTIRE AGREEMENT

The TOS, the Web Account Terms of Service and any additional terms of service associated with any of the STLS constitute the entire agreement between the STLS Participant and ARIN regarding the STLS Participant's use of the STLS, superseding any prior TOS agreements or understandings (written or oral) between the STLS Participant and ARIN with respect to the STLS. This TOS agreement may only be modified in a writing signed by a duly authorized representative of ARIN. The STLS Participant also may be subject to additional terms and conditions that may apply when the STLS Participant uses, engages or contracts certain other ARIN services, affiliate services, third-party Material or third-party software. Notwithstanding the foregoing, nothing in these TOS shall be read to limit or revise the terms of any Contracts to which the STLS Participant and ARIN are parties.

This TOS Agreement is in the English language only, and any version in any other language shall be as an accommodation only and not binding. Any and all communication under this TOS Agreement shall be in English.

11) VIOLATIONS

Any actual or potential violations of the STLS TOS shall be reported to compliance@arin.net.

12) NO AGENCY

Neither party is, or will be deemed to be, an agent of the other for any purpose or in any sense, as a result of any action, transaction or activity, under or in any way related to this TOS Agreement.

13) SEPARABILITY

In the event that any term or provision in this TOS Agreement shall, for any reason, found to be invalid, illegal or unenforceable in any respect, ARIN, in exercise of its sole discretion, have the right immediately and without notice, to either immediately terminate this TOS Agreement or modify such term or provision.

14) NO WAIVER

No delay or omission by ARIN in exercising any right under this TOS Agreement will operate as a bar or waiver of that right or any other right, or operate as an estoppel to future exercise of that right.

15) GOVERNING LAW, JURISDICTION & VENUE

The validity, performance, construction and effect of this TOS agreement shall be governed by the laws of the Commonwealth of Virginia and the United States of America, without regard to choice of law provisions. In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful after thirty (30) days, the parties agree to submit any unresolved dispute(s) to binding and final arbitration for resolution. Such arbitration shall be held in Fairfax County, Virginia, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. A single arbiter shall be selected by the parties by striking in turn from a list of arbiters supplied by the AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Virginia law shall be controlling. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. The Arbitrator may reallocate the costs of the arbitration's expense between the parties, but may not reallocate legal fees incurred by the parties. The Arbitrator is permitted to assess all arbitration costs, including any legal fees incurred by the parties, against any party that has acted in bad faith during the proceeding.