RIPE Database Terms and Conditions

The RIPE NCC shall make the RIPE Database publicly accessible under these RIPE Database Terms and Conditions (hereinafter: the 'Terms and Conditions'). The Terms and Conditions shall apply to anyone who accesses and uses the RIPE Database.

Introduction

The RIPE NCC is authorised by the RIPE community to act as the registration authority for Internet number resources in its service region and to manage the operation of the RIPE Database.

Article 1 – Definitions

In the Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

RIPE NCC – Réseaux IP Européens Network Coordination Centre. A membership association under Dutch law operating its registered office in Amsterdam, the Netherlands.

RIPE community – RIPE (Réseaux IP Européens) is a collaborative forum open to all parties interested in wide area IP networks in Europe and beyond. The objective of RIPE is to ensure the administrative and technical coordination necessary to enable the operation of a pan-European IP network.

Update – submitting information for entry into or removal from the RIPE Database

Query – requesting information from the RIPE Database

Access – Update and Query the RIPE Database

Internet number resources – globally unique address space (IPv4 and IPv6) and Autonomous System Numbers (ASNs) issued by any Internet Number Registry.

Primary objects – Internet number resources and other data object types that are not directly related to any other primary object type and which are defined by Routing Policy Specification Language (RPSL) or which have been agreed by the RIPE Community as acceptable primary data.

Secondary objects – objects that are defined by RPSL or which have been agreed by the RIPE Community as acceptable secondary data and which are related, either directly or indirectly, to primary objects.

RIPE Database – the publicly available data collection of Internet Number Registry (INR) and Internet Routing Registry (IRR) data published by the RIPE NCC. It contains all the primary and secondary objects. There is also some non-public data required for the operation of the RIPE Database and the registries, but this non-public data does not form part of the RIPE Database.

Registrant – a natural person or legal entity to whom an Internet number resource has been registered or who has registered any other primary object in the RIPE Database by specific or general agreement with the RIPE NCC.

Maintainer – any Registrant or person to whom the authority to Update has been delegated by a Registrant either directly or indirectly, and who holds an identifier that allows updates to be authenticated and authorised.

User – anyone who Accesses the RIPE Database. This includes Registrants and Maintainers.

RPSL – Routing Policy Specification Language

Internet Number Registry (INR) – a registry that allocates Internet number resources and holds and publishes details of Internet number resource information.

Internet Routing Registry (IRR) – a registry that holds and publishes details of Internet routing information.

Contact details – all details relating to name, postal address, phone, fax, e-mail or any other form of electronic communication that is used by a natural person or a legal entity.

Article 2 - General

- 1. Access to the RIPE Database is available to anyone provided these Terms and Conditions are followed.
- 2. Users may only Access the RIPE Database and the data contained therein to the extent permitted by these Terms and Conditions. A User who Accesses the RIPE Database agrees to these Terms and Conditions.
- 3. Only Registrants and the RIPE NCC have the authority to Update the RIPE Database. To Update the RIPE Database, a Registrant has to take on the role of a Maintainer or authorise a third party to act as Maintainer on his behalf.
- 4. A Registrant who accepts a registration of an Internet number resource from the RIPE NCC, or who registers any other Primary object in the RIPE Database, or who copies a registration of an Internet number resource from another registry into the RIPE Database, must accept these Terms and Conditions before assuming a Registrant's authority to Update the RIPE Database, even if that authority is then delegated to a Maintainer.
- 5. A Maintainer who is not a Registrant must accept these Terms and Conditions before accepting the delegated authority from a Registrant to Update the RIPE Database.
- 6. A Maintainer may only Update the RIPE Database with these types of data:
 - Internet number resources for which the Registrant holds a valid registration
 - Primary objects that are not Internet number resources, for which the Registrant has agreement to register
 - Secondary objects related to either of the above

- 7. A Secondary object must be related to an existing or intended valid Primary object at the time of the Update to create the Secondary object in the RIPE Database. At any time this relationship becomes no longer valid, or the intended relation is never completed, the Secondary object must be deleted. It may be subject to automatic deletion by the RIPE Database management software at any time if it is invalid.
- 8. Registrants and Maintainers will assist the RIPE NCC with security checks and audits as appropriate.

Article 3 - Purpose of the RIPE Database

The RIPE Database contains information for the following purposes:

- Ensuring the uniqueness of Internet number resource usage through registration of information related to the resources and Registrants
- Publishing routing policies by network operators (IRR)
- Facilitating coordination between network operators (network problem resolution, outage notification etc.)
- Provisioning of Reverse Domain Name System (DNS) and ENUM delegations
- Providing information about the Registrant and Maintainer of Internet number resources when the resources are suspected of being used for unlawful activities, to parties who are authorised under the law to receive such information.
- Scientific research into network operations and topology
- Providing information to parties involved in disputes over Internet number resource registrations to parties who are authorised under the law to receive such information.

Article 4 - Use of the RIPE Database

- 1. A User may only Access the RIPE Database and the data contained therein for any of the purposes as mentioned in Article 3 hereof and provided these Terms and Conditions are followed. The RIPE NCC is not responsible for any use of data retrieved from the RIPE Database directly or indirectly.
- 2. Users may only conduct queries or submit updates of a nature, rate or volume permitted by the <u>Acceptable Use Policy</u>.
- 3. The RIPE NCC records details about all queries and updates for purposes including detecting and preventing unacceptable use.
- 4. Users may not use the RIPE Database or the data contained therein for advertising, direct marketing, marketing research or similar purposes.
- 5. A User may not re-package, download, compile, re-distribute or re-use any or all of the RIPE Database or the data contained therein unless he does so only with an insubstantial part of the RIPE Database or the data contained therein or when permission to do so is granted by the RIPE NCC.
- 6. A Maintainer can authenticate updates by using a personal or organisation's identifier of a type supported by the RIPE Database authentication scheme.

- 7. The RIPE NCC will assume that any action done, or asked for, using that identifier was carried out, or asked for, by the Maintainer who holds that identifier.
- 8. The RIPE NCC may at its sole discretion implement procedures for dealing with lost, cancelled or insecure identifiers.

Article 5 - Control of the RIPE Database

- 1. The RIPE NCC may correct or delete RIPE Database data:
 - according to RIPE policies
 - to comply with applicable law
 - if so ordered by any competent court
 - to fulfill any legal obligation
 - when a breach of the Terms and Conditions has occurred
 - for management operations of the RIPE Database
 - if any data is inaccurate
 - if any data is entered by someone who is not authorised to do so
- 2. The RIPE NCC may withdraw the service provided hereunder from a User at any time and is entitled, in its sole discretion, to terminate or slow down a User's Access to the RIPE Database for any reason, particularly a failure to adhere to the Terms and Conditions.
- 3. The RIPE NCC may suspend Access to the RIPE Database, or part thereof, for maintenance purposes, upgrades, security fixes and deployment of new services subject to notification of the RIPE community.
- 4. The RIPE NCC may, in accordance with the Removal of Personal Data procedure, remove the personal data of an individual upon request by this individual. The RIPE NCC will only take such action when convinced that a valid request from the right person is received.

Article 6 - Responsibilities

- 1. The RIPE NCC does not guarantee the accuracy, or completeness or availability of the RIPE Database or of the data contained therein.
- 2. The Maintainer is responsible for keeping all data maintained by him accurate and up-to-date, including correct Contact Details. The data must be good enough to allow the RIPE NCC to contact the Maintainer or Registrant within a reasonable time without having to get information from another source.
- The Maintainer who enters personal data into the RIPE Database has a responsibility to inform the individual to whom the data pertains and to obtain his/her explicit consent for the entry in the public RIPE Database if required by law.
- 4. The RIPE NCC is not responsible for the use and any issues arising from the use of any registered Internet number resources.

Article 7 – Liability

- 1. Use of the RIPE Database and the data contained therein is at the User's own risk.
- 2. With the exception of any wilful damage or gross negligence committed by the RIPE NCC or its managerial staff, neither the RIPE NCC nor any of its officers, directors, employees, agents or other representatives who make the RIPE Database available or provide any other service whatsoever to the User, shall be liable to the User or to any third party, including any governmental agency, for any claims, losses, damages, liabilities or expenses whatsoever relating directly or indirectly to the use of the RIPE Database, and the User agrees to hold harmless, indemnify and defend the RIPE NCC, its officers, directors, employees, agents or other representatives for any such claims, losses, damages, liabilities or expenses, and all costs and expenses that may be incurred in relation to the use of the RIPE Database, including reasonable attorneys' fees.
- 3. All rights of legal action and other entitlements on the part of the User towards the RIPE NCC in connection with the (use of) the RIPE Database shall lapse as soon as a one year term has expired since the date on which the User has become aware of or could in all fairness have been aware of the existence of such rights and entitlements.

Article 8 - Miscellaneous

- 1. If any provision in these Terms and Conditions is held to be invalid in a court of law, this shall not in any way affect the validity of the remaining provisions.
- 2. The User acknowledges and accepts that the Terms and Conditions may be amended by the RIPE NCC. The RIPE NCC will make an announcement at least one month prior to any such amendment coming into effect, unless a more immediate change is required for legal or operational reasons.
- 3. Changes can also be effected through the <u>Policy Development Process</u>.

Article 9 – Intellectual property rights

- 1. The User acknowledges that any and all copyright, trade marks, database rights and other intellectual property rights subsisting in or used in connection with the RIPE Database, the data contained therein, the underlying software and any accompanying documents and agreements are and shall remain the property of the RIPE NCC.
- Except as provided herein, the RIPE Database, the data contained therein and any accompanying documents and agreements may not be used, reproduced or made available to third parties without prior written authorisation from the RIPE NCC.

Article 10 - Governing law

These Terms and Conditions shall be exclusively governed by the laws of the Netherlands. The competent court in Amsterdam shall have exclusive jurisdiction with regard to disputes arising from these Terms and Conditions.